

**ZB# 98-55**

**Orwest Realty Corp. /**

**D.B. Companies, Inc.**

**(Dairy Mart)**

**12-2-1**

Mem.

Dec. 7, 1978.

Applicant New GFS

Proxy 4

New NOD needed

to include sign <sup>4</sup>

Notice to Sentinal 12/17/78

~~date not~~

Public Hearing:

Jan. 11, 1979.

Granted (3)

add.

Refund: \$304.00

#98-55- D.B. Companies, Inc -  
Dairy Mart  
Area 12-2-1

Windsor-Loring, Cambridge - 815-440-1000 - 815-440-1001

© Windsor-Loring, 1998

DATE Dec 17, 1998 **RECEIPT** 037430  
RECEIVED FROM Decker + Company Inc  
Address \_\_\_\_\_  
One Hundred fifty 00/100 DOLLARS \$ 150.00  
FOR ZBA # 98-55

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH	<u>CH # 10518</u>
AMOUNT PAID		CHECK	<u>150.00</u>
BALANCE DUE		MONEY ORDER	

Town Clerk  
BY Dorothy N. Hansen  
sh

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Qued Dairy Mart

FILE# 98-55

RESIDENTIAL: \$50.00  
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA I

USE     

APPLICATION FOR VARIANCE FEE ..... \$ 50.00

CK#  
10518 4

12/10/98

ESCROW DEPOSIT FOR CONSULTANT FEES ..... \$ 500.00

CK#  
10519

Rd.

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 12/7/98:6 \$ 27.00

2ND PRELIMINARY- PER PAGE 1/11/99:22 \$ 99.00

3RD PRELIMINARY- PER PAGE ..... \$     

PUBLIC HEARING - PER PAGE ..... \$     

PUBLIC HEARING (CONT'D) PER PAGE ..... \$     

TOTAL ..... \$ 126.00

ATTORNEY'S FEES: \$35.00 PER MEEETING

PRELIM. MEETING: ... 12/7/98 ..... \$ 35.00

2ND PRELIM. .... 1/11/99 ..... \$ 35.00

3RD PRELIM. .... \$     

PUBLIC HEARING ..... \$     

PUBLIC HEARING (CONT'D) ..... \$     

TOTAL ..... \$ 70.00

MISC. CHARGES:

..... \$     

TOTAL ..... \$ 196.00

LESS ESCROW DEPOSIT ..... \$ 500.00

(ADDL. CHARGES DUE) ..... \$     

REFUND DUE TO APPLICANT .. \$ 304.00

Refund



Approved: Patricia A. Bankart  
2014

DECKER & COMPANY, INC.  
COMMERCIAL REAL ESTATE CONSULTANTS  
P.O. BOX 258  
LEE, MA 01238  
PH. 413-243-4083

City Savings Bank

LEE,  
MA 01238

10519

53-7081/2118

12/15/98

PAY TO THE  
ORDER OF

Town of New Windsor, NY

\$ \*\*500.00

Five Hundred and 00/100\*\*\*\*\*

DOLLARS

MEMO

DB COMPANIES  
173 Windsor Hwy., New Windsor NY

NOT VALID AFTER 120 DAYS

⑈010519⑈ ⑆211870812⑆ 1317515142⑈

DECKER & COMPANY, INC.  
LEE, MA 01238

Town of New Windsor, NY  
7980 Licenses/Permits

ZBA Escrow Acct.

12/15/98

10519

500.00

1020 FNB/Checkin 173 Windsor Hwy., New Windsor NY

500.00

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12/15/98

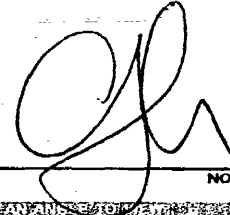
PAY TO THE  
ORDER OF

Town of New Windsor, NY

\$ \*\*150.00

One Hundred Fifty and 00/100\*\*\*\*\*

DOLLARS



NOT VALID AFTER 120 DAYS

MEMO DB COMPANIES  
173 Windsor Hwy., New Windsor NY

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN AFFIDAVIT WATERMARK. HOLD AT ALL TIMES TO PREVENT FALSIFICATION.  
⑈010518⑈ ⑆211870812⑆ 1317515142⑈

DECKER & COMPANY, INC.  
LEE, MA 01238  
Town of New Windsor, NY  
7980 Licenses/Permits

ZBA Application Fee

12/15/98

10518

150.00

1020 FNB/Checkin 173 Windsor Hwy., New Windsor NY

150.00

In the Matter of the Application of

ORWEST REALTY CORP./D.B. COMPANIES, INC.

MEMORANDUM OF  
DECISION GRANTING  
AREA VARIANCES

#98-55.

**WHEREAS, ORWEST REALTY CORP.,** a corporation having offices located at 168 Madison Road, Scarsdale, N. Y. 10583, owner, and **D.B. COMPANIES, INC.,** P. O.Box 9471, Providence, R. I. 02940, lessee, have made application before the Zoning Board of Appeals for a 25/20 ft. front yard variance for the installation of two canopies over the gasoline pump islands, plus 135 sq. ft. area and 5.5 ft. height variance for a freestanding replacement sign at property located at 173 Windsor Highway and Union Avenue intersection in an NC zone; and

**WHEREAS,** a public hearing was held on the 11th day of January, 1999 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

**WHEREAS,** the Applicant appeared by Conrad Decker; and

**WHEREAS,** there were no spectators appearing at the public hearing; and

**WHEREAS,** no one spoke in favor or in opposition to the Application; and

**WHEREAS,** a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

**WHEREAS,** the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property is a commercial property located on a busy state highway adjacent to and across from other commercial properties.

(b) The property contains inground gasoline storage tanks which must be removed by federal requirement.

(c) In replacing the gasoline tanks the Applicant wishes to relocate the gasoline islands

to a more convenient spot so as to promote traffic flow and the convenience of the public. The Applicant also wishes to cover these tanks with updated canopies which would contain state-of-the-art fire suppression equipment and would protect the motorist from the weather while providing an increased level of safety.

(d) If the application were granted, the Applicant would reconfigure the parking on the site so as to promote better traffic flow.

(e) The existing curb cuts on both Union Avenue and Route 32 would remain.

(f) It appears from the existence of old concrete mats on the ground that there were at one time four pump islands on the property. While this Applicant proposes to increase the existing pump islands from one to two, it is still less than what was on the property previously.

(g) If the canopy on the island fronting Route 32 were placed in accordance with the existing statute, it would have to be placed well into the building, thus compromising the improved parking and traffic flow.

(h) The canopies will be supported by two steel columns and will have no walls. The proposed location of the canopies would not interfere with the vision of motorists using either Route 32 or Union Avenue.

(i) The proposed height of the canopies will not be significantly different than the height of the buildings and structures in the neighborhood.

(j) If the variances were granted the number of cars parked at the facility would be the same as in the existing facility but would be configured differently so as to promote internal traffic flow.

(k) The proposed location of the pump islands, and especially the one to be parallel to Route 32, are consistent with other gasoline dispensing facilities in the area. The Applicant's engineer testified that the Applicant considered a number of possible configurations and that the one presented to the Zoning Board of Appeals was the one that would both allow travel lanes on either side of the facility and the least amount of zoning requests. The proposed sign will be substantially larger in area but will also be, if allowed, substantially the same height as the existing sign.

(l) The proposed sign will end approximately 8 ft. front the ground providing no obstacle to the vision of driver's of motor vehicles cars on the adjacent street.

(m) The proposed sign must accommodate the brand of gas, gas pricing for four grains of gasoline and identification of the convenience mart. Displaying gasoline prices is different from and in addition to the requirements of regular retailers.

**WHEREAS, The Zoning Board of Appeals of the Town of New Windsor makes the**

following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The variances will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.
2. There is no other feasible method available to the Applicant which can produce the benefits sought.
3. The variances requested are substantial in relation to the Town regulations, but nevertheless are warranted.
4. The requested variances will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.
5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.
6. The benefit to the Applicant, if the requested variances are granted, outweigh the detriment to the health, safety and welfare of the neighborhood or community.
7. The requested variances as previously stated are reasonable in view of the size of the building, its location, and its appearance in relation to other buildings in the neighborhood.
8. The interests of justice will be served by allowing the granting of the requested area variances.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for 25/20 ft. front yard variance for the installation of two canopies over gasoline pump islands, plus 135 sq. ft. area and 5.5 ft. height variances for a freestanding sign at the Dairy Mart located at 173 Windsor Highway, as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

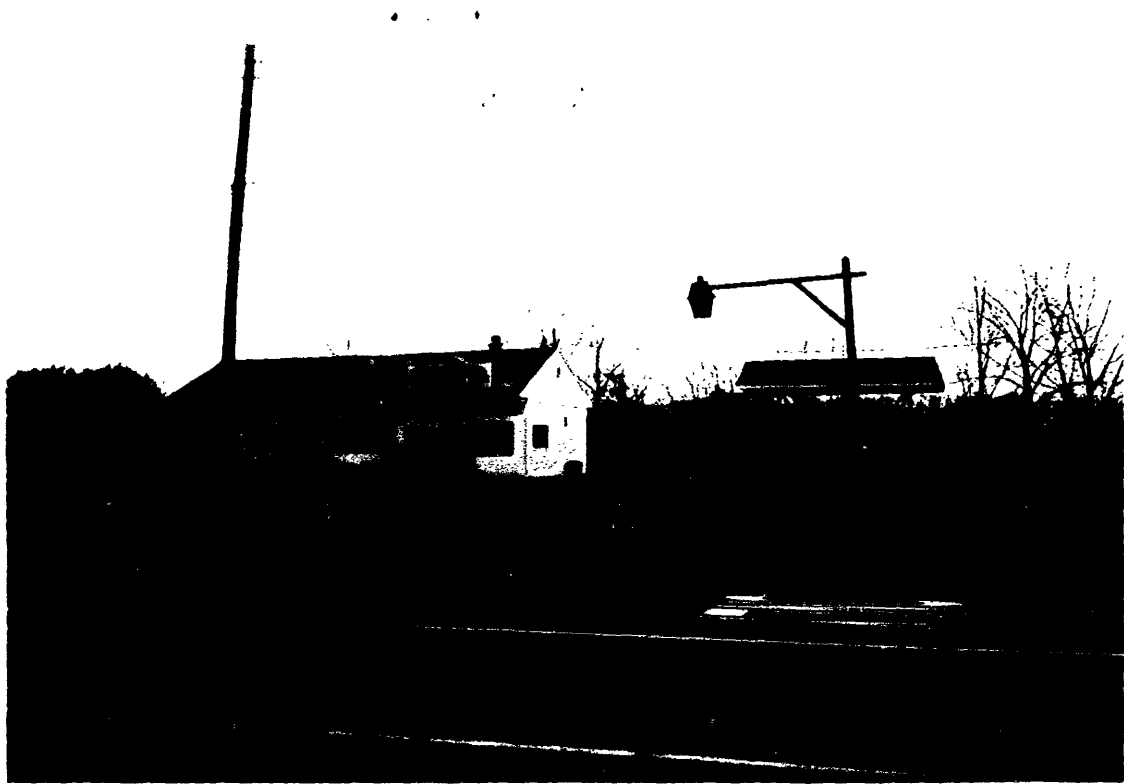
**BE IT FURTHER**

**RESOLVED**, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: April 12, 1999.



Chairman



Date 1/25/98, 19....

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO Frances Roth DR.  
168 N. Drury Lane  
Newburgh, N.Y. 12550

DATE			CLAIMED	ALLOWED
1/11/99		Zoning Board Mtg	75 00	
		Misc - 3		
		Brgi - 3		
		Cequino/Mellick - 3		
		Mans - 10		
		Orwest/Dairy Mart - 22 99.00.		
		Dantas - 4		
		Pellegrino + 3		
		58	261 00	
		James Hergen	336 00	



ORWEST REALTY/DAIRY MART

MR. NUGENT: Let the record show there's no one in the audience.

Mr. Conrad Decker appeared before the board for this proposal.

MR. NUGENT: Referred by Planning Board for 25/20 ft. front yard variance for two canopies over gas pumps, plus 135 s.f. area and 5.5 ft. height variances for freestanding replacement sign at 173 Windsor Highway in an NC zone.

MS. BARNHART: Before you go any further, for the record, on December 17, 1998, I have here an affidavit of service by mail stating that we sent out 31 addressed envelopes containing the public hearing notice.

MR. DECKER: My name is Conrad Decker, 3 Park Plaza, it's in Lee, L-E-E Massachusetts

MR. NUGENT: Okay.

MR. DECKER: Everybody got a copy of the plans?

MR. NUGENT: I think we have enough, they haven't changed.

MR. DECKER: No, they haven't changed. I'm an engineering consultant for Orwest Realty as well as the D.B. Company. Location is at 173 Windsor Highway, that's at the corner of Union Avenue, it's the Dairy Mart location at the bottom of the hill. Orwest Realty is the current owner of the property. The D.B. Company is the lessee of the property. The D.B. Companies has purchased all the assets of the Dairy Mart Corporation in the northeast, I believe they bought like 160 different locations, all the locations in the northeast. This site happens to be would be of them. The D.B. Company is in the process of rehabilitating many of these locations. The way to do it a prioritizing the environmental issues, first, there are a number of gas stations that Dairy Mart did own,

including this one here that did require that underground tanks at the site are due for replacement subject to the December 22, 1998 mandate, Federal and State mandate for tank replacements, that's why when you drive by the station, you'll notice that the station is closed, it had to be closed by that December 22nd date. If you can imagine with this size of the acquisition the D.B. Company had made an effort to initially get this project underway well before December 22, but with all the locations that they had before plus all the Dairy Mart locations, that was a rather sizable task and the timing of this just didn't work. That's why you'll find that the location currently is closed, the tanks are on the site now, it will be, the tanks will have to be removed and the islands will be rebuilt shortly so again, just wanted to reiterate this is not the Dairy Mart Corporation. Dairy Mart was the lessee for a long time, Dairy Mart sign is still up, they have the right to use the Dairy Mart logo for up to a two year period. So, D.B. is in the process of doing major tank replacements throughout and they'll do an image upgrade on all the locations as time continues as well. Property is zoned neighborhood commercial. Our application this evening there's a couple different applications, one is for a dimensional variance to Section 48-12 under the bulk regulations and that would be to allow two, 2 column 24 x 34 steel canopies to be erected over two new pump islands to be constructed that would create a 24 foot setback on the Union side and zoning does require a 40 foot setback in this zone. Canopy would be for the convenience of our customers when pumping his or her self service gasoline as typical of the many locations in New Windsor and again, if you're familiar with the location, it's a piece of property that's 175 feet of frontage on Route 32 by roughly 175 feet of frontage along Union Avenue. The existing 2,014 square foot convenience store building will remain where it is, it will continue to be a retail convenience store. The applicant proposes to demolish the existing pump aisle and the canopy that runs parallel to Union Avenue, that island, proposed that a new 4 foot by 12 foot, two new 4 foot by 12 foot pump islands would be constructed with a multi-product dispenser on each island and new 24 foot by 34 foot canopy would be erected overhead. The setback on that

canopy on the Union Avenue side would be setback at 20 feet from the property line, where 40 feet is required. The applicant would further propose to install the identical pump island configuration parallel to Route 32. The only difference on that would be setback would be 15 feet from Route 32 where 40 feet is required in the zone. The parking would be realigned as you're seeing here now located on the northerly property line as well as on the southerly side of the building which is a difference of what's there now. The parking wraps around the front of the building on the side as well as towards the back of what would be the easterly property line so we're trying to bring the parking closer to the building, get the pump islands in a line, the pump islands, so works well with the existing driveways that are there. The existing curb cuts on Union Avenue would remain, there's two there, the two driveways on Route 32 would remain unchanged, all existing grading, paving and drainage facilities on the site would remain as well. If you have copy of the survey, which would have been sheet 2 of the package, maybe sheet 3 of the package, basically shows where the pump island is today, also shows where the outline of the existing concrete mats were, it appears that this has been a gas station for many, many years. There were actually two pump islands in front of the building and as well as looks like two pump islands on the southerly side of the building. When they took the old ones out, you can look on the paving and you see where the outline of the pump islands were there. So this was a gas station effectively had 4 pump islands in the past and what we find here is the Dairy Mart Company was basically a convenient store company and gasoline was a side item, more products they sold to the side of the building. D.B. Company is a gasoline retailer, the gasoline business is their predominant business so basically what we're doing is we're actually putting pump islands back where they were years ago, actually less of them and still further away from the road than where they were before. Hardship that exists with the canopy had to be placed at the mandated 40 feet from both streets, basically on the front Route 32 side canopy had to be placed at the 40 feet setback, it would be placed well into the building, probably would compromise the parking configuration and the internal traffic

movements as were shown on the site now. The ordinance wouldn't be jeopardized, as this is a commercial use now and is already allowed and canopy is considered accessory structure to a gasoline station. Structure will be supported by two steel columns on both, canopies will have no walls, except the facade, soft canopy that goes around the perimeter is 14 1/2 feet from the grade to the bottom of the canopy and that would be the 20 foot and the 15 foot dimension. The public health, safety and welfare will not be compromised as that structure is designed specifically for this location at a height of 14 1/2 feet and will be well out of the way, no problems to pedestrian or vehicular visibility. The alterations that we're showing we don't feel will be a detriment to an already commercial neighborhood. We actually tried different pump island and parking arrangements that were explored, this particular concept seemed to be the one that was most appropriate. We figures alternate traffic movements. Location of the existing building minimizing the amount of requested relief as well sometimes you'll find sites where you might have the setback request being a lot closer to the road. We felt in the 15 feet on Route 32 as well as 20 feet on Union Avenue is the minimum that 'should been requested, yet still accommodate the parking and the traffic configurations as we're showing. This will be a rebuilt gas station when it's done and in doing so, you have to meet all the requirements for the underground gasoline storage as well as all the piping. This is a self service gasoline station with the new pump islands we have to conform to the new fire suppression system, new ones will be installed with NFPA 30 for both canopies. As far as signage, you see on this exhibit here, we're requesting a Sunoco legend one on each side of the canopy on the 24 foot side. As far as lighting is concerned, we're proposing six 400 watt light fixtures on the underside of the deck likewise on the other canopy as well. That is basically it.

MR. NUGENT: What about lighting on the sign?

MR. DECKER: I'm just working on the canopy right now.

MR. NUGENT: That's part of the variance. That's the reason I brought it up.

MR. DECKER: We can put it both together, I probably should of asked how you wanted to handle it.

MR. NUGENT: We'll do it one at a time, get rid of it.

MR. DECKER: That is basically our presentation, relative to the dimensional relief for the variances on the canopy probably should add the parking that was shown, we're showing 13 car parking, I think we're only required to have 9 cars for the convenience store use. So we have more parking shown even with this configuration than was actually required.

MR. KRIEGER: Would this configuration, would it provide more parking than is presently available on the site?

MR. DECKER: I believe right now there are 22 cars shown as it exists today that's in front of the building side of the building and across the back area where the tanks are now. Like if you go by the site where the two tanks are located right now in the paved area there's parking allocated there currently again two two cars this site would need during a peak period for its size is seven or eight cars, this has 22 shown on it right now in my plan, I'm not showing--

MR. KRIEGER: Leaving out the ones where the tank is, because there's very seldom people parking there, just the other parking places.

MR. DECKER: Ten cars, five cars in front of the building and five along the northerly property line, those are the ones actually closest.

MR. KRIEGER: So you would go up to 13?

MR. DECKER: No, we're showing 13 cars, we're showing 13 cars now, we're showing 13 cars before if you don't include the back ones.

MR. KRIEGER: So, it will be the same?

MR. DECKER: Only difference there will not be any parking immediately in front of the building, it will be on the side and along the north property line.

MR. KRIEGER: In terms of the number of cars it would be the same?

MR. DECKER: Yes.

MR. KRIEGER: The layout is designed to enhance the movement of vehicles within the space though?

MR. DECKER: That's correct.

MR. KRIEGER: Over what's presently available?

MR. DECKER: That's correct.

MR. KRIEGER: And the reason for asking to put the pumps where you put them to make that enhanced traffic flow possible?

MR. DECKER: Exactly.

MR. TORLEY: Sir, I believe as I mentioned in the preliminary ask you to be prepared to discuss the placement of the pumps, I'm particularly concerned about the ones on Route 32. I don't like having more pumps encroaching on that side, a number of other gas stations around here have in a sense taken the one facing 32 and put it parallel with the one facing Union Avenue, so the canopies run from here all the way to the store, so you have pumps pumps, four lanes of traffic now a number of other gas stations have done that, why can't you?

MR. DECKER: Okay, you generally favor the pump islands to the more prominent street, the street where you get most of your traffic from right now is Route 32, so you want to align your gasoline operation to the primary street, any gas station you see in town now basically the front is where the primary street is. This is a secondary position, most of the traffic is going on Route 32, in order for people in get in and out of

there, they'd have to come in through and wind around. A gas station is convenient, you want to be able to get them in and out conveniently and have the gasoline on the primary street.

MR. TORLEY: There's no structure there now there hasn't been one for at least 16 years. Does anybody remember when the pumps were on 32 side? Never as long as I've been here.

MS. BARNHART: Me either.

MR. TORLEY: I'm not real happy about putting more pumps, this is one of the main roads, frankly, I don't want to have more gas pumps in the front and you're asking for 15 foot setback, what physical reason, not convenience that you can't add one pump.

MR. DECKER: But again putting the gas islands to the secondary street is in fact that's exactly what Dairy Mart did when they left the one island over there, gasoline was a side item, like you have 1,500 items in the convenience store and you've got three other items on the outside, it's like an afterthought.

MR. TORLEY: You might want to consider the possibility when they replace it, go to two to one gas island, they may have been requested by the town to put it not on 32 but on Union, I do not know if that occurred, that's well before my memory of this area.

MR. DECKER: When you go to the site there you can literally see where the pump islands were, there's one here, one here and one here and one here, this looks like it might have been like a two or three bay where it was a garage there and you put islands in the front put islands on the side and you have all this paving cause you need it to store cars. Again, we don't have to store cars, it's not a retail facility. But gasoline, yes, you tend to, you want to put the islands so they are convenience. Actually, the request to make it 15 feet is actually not as much of a request as many of the gas stations down south of here, there's many gas stations look like they are maybe two or three feet off the property line.

MR. TORLEY: But they had existing pump islands that the new laws required to have canopies and the road had been widened so they had no option. This isn't here now.

MR. DECKER: Right, but also the travel lane from here is significantly further back than the travel line here, so this actually has less of an impact here than it did.

MR. NUGENT: Larry, your thoughts are very well taken but we're dealing with the plans in front of us now.

MR. TORLEY: That's correct.

MR. DECKER: We feel to make this a very viable gasoline facility, you do have to have prominence on the primary street, which is 32. And again, looking at the various options that we explored, the one that is before you right now the least amount of request that been made without being substantial is pretty much the way we've got it now, it does allow travel lanes on either side, very convenient here, very ample through here, pedestrian and vehicular activities are not in conflict, it's very conventional. Another way of looking at it too, is if you wanted to put a substantial capital improvement the building is located centered on the property line. If this was leveled and start from scratch, it would give you a lot more alternatives, but given the location of the existing building, it's a nice lot, it's a good size lot. Unfortunately, there's a lot of room behind the lot that's not being utilized and to level a building and start from scratch we're talking about an \$800,000 build, if you were to do that.

MR. REIS: If you moved the 32 canopy closer to the existing building, and give yourself maybe 17 or 18 foot setback, would that conflict with you eliminating parking in front?

MR. DECKER: Right, I tried to leave sufficient room between the pump islands and the sidewalk as well as the parking along the property line. Even if you



wanted to have more room say between there, we would bring the canopy closer to the front property line, open up the area a little bit more so. What I was trying to do is to minimize the amount of, leave the south, still leave me an open lane here, so seemed like it was more important to keep this open for cars coming through. If they are going to park in this area and get out and still leave another escape lane through the front, so again, it's you, going to the Zoning Board and you don't want to make it look like you're looking for a lot, so we're trying to find something that we felt it would be asking for the least amount of relief, yet still make it work. If we'd bring this closer, call it a 15 foot say like 320 foot, that would be constricting this too close here. Likewise, in here this dimension was set because if you had parking in the front here, you've got to have a minimum 24 feet from here to here to create a two way travel lane between that and the parking back out of the 90 degree spot.

MR. REIS: I understand.

MR. NUGENT: Are there any further questions?

MR. REIS: Larry, your concerns are aesthetic?

MR. TORLEY: Aesthetic, traffic and safety, we have enough problems with some of the ones that are so constrained by pre-existing structures and they really do get cars there or you try to pull a rental truck to fill up, it's getting awfully tight and I personally I would rather much rather have the pump like be up on 208 near Stewart stacked the other way. Because that clears up the main road. I realize there's business reasons for that, but even if you first off you say there's no parking, I guarantee people will park there, that's the door to the store people are going to park right in front.

MR. DECKER: We can stripe the area so it would minimize the amount of times they'd do that.

MR. TORLEY: Even if you could just move this pump further back so the canopy reached, would that conflict

with the building?

MR. DECKER: That's what we were talking about where we laid this thing out what you're doing is constricting this area even more and this, you try to maintain a minimum ten feet from here to here for an escape lane, this here seems to be a good, comfortable dimension that would not constrict this area when cars came in and if they wanted to go here. But what we'd prefer to do if we were, if you weren't looking for a lot of relief, you'd try to bring this closer within ten feet, open this up a little bit more, if you brought this closer here, you're actually constricting this here, this is a little bit nicer than the ones down south of here is where we had an existing two or three bay garage and pump aisle that was, you know, the net was five feet from the property line. You're talking about having a van and you can't get through here, if you had all four positions filled, you had more than ample room for that escape through here, which is exactly what you just discussed and when you had something in here and you can't get around them, that's one of the difficult parts we have when you have islands in tandem, you want to be able to have cars go through here. If this spot was filled or you come in through here, this worked out very comfortably. I can see where you would have concern, this one here, although you'd like to see the building set back even further than the 60 feet here, it would make it more comfortable. This definitely works, if I had more room, between the front property line and the building what we'd like to do is go with perpendicular islands where you drive in and nose straight in, so the islands are actually perpendicular, that's the preferred way of doing it. But in this case with the building located that's really not an option here cause you need a certain amount of room to feed in and need a certain amount of room to feed out. So you're basically still relegated to the parallel island configuration. Even that if you'd almost put another island here and here, but then you're constricting this and it's no good, most gasoline retailers would want to see all the islands in the front of the property that is we didn't feel that was an option, given what we had to deal with here, this island over here is definitely the secondary island and doesn't get as much business

as it really should. That's why the front island was that important, we still maintain the secondary position and the secondary position is an overflow if the front positions are filled in the front, it gives the customer the option to go to the side position. It's actually quite comfortable for what we had to work with.

MR. TORLEY: Do you wish to vote on this part of the variance?

MR. NUGENT: Just looking at the agenda, we can, if you so choose or have him now make the presentation for the signage. I think we still should vote on it twice, once on this and once on the signage.

MR. TORLEY: Why don't we let him continue?

MR. NUGENT: Go to the signs.

MR. DECKER: On the second sheet where the canopy elevations are, second application is for a sign variance from Section 48-18 supplemental sign regulations to allow 99 square foot one side 20 foot six inch high freestanding sign where a 30 square foot one side 15 foot height is required. Sign proposed is as we show up here, it's a Sunoco ID on the top, it's a D, with the D.B. Mart sign here. When I started off discussing Dairy Mart-D.B. relationship, all the Dairy Mart locations will be converted over to D.B. Marts in time. They are going to be going through the new graphics programs on them, they'll be doing a lot of renovations to the exterior of the building, generally cleaning up. I'm not sure what experience you've had with Dairy Mart, sometimes we've had, going into right now we're finding there's been a lot of problems relative to the maintenance. We're coming in and doing the rehab and it's going to be cleaned up. So part of this is the Sunoco-D.B. I.D. as well as the price sign. Sign is 20 foot six inches high, and this one is 99 square feet on one side, that is probably as you would say a substantial request from what your ordinance is allowing.

MR. NUGENT: Is this sign going to be located exactly

where the old one is now?

MR. DECKER: Same spot.

MR. KRIEGER: How does it compare in size with the old one?

MR. DECKER: Yeah, I think the sign that I had when we first did our work showed a Dairy Mart sign, kind of an oblong probably have a photo here, kind of an oblong, the pole probably dates back 20 years, we were just talking about looks like the original pole, looks like it had a rotator on it back when they were allowed and popped in a Dairy Mart sign.

MS. BARNHART: They were never allowed, they just did it.

MR. DECKER: The sign that's there probably right now if I had to guess is probably 25 to 30 square feet on the identification and probably 15 to 20 square foot on the price sign.

MR. KRIEGER: What about height?

MR. NUGENT: Per sign.

MR. DECKER: Per sign and height-wise, it's got to be at least 18 feet.

MR. KRIEGER: So, your proposed sign would be substantially approximately the same height?

MR. DECKER: Approximately the same height and I would say substantially larger.

MR. KRIEGER: In terms of its area?

MR. DECKER: In terms of its area. To be honest with you, I know what your ordinance says and I'm a little uncomfortable up here asking for such a sizable request, but what they've got here is they are asking for a sign that is a typical Sunoco D.B. Mart size with a price sign.

MR. NUGENT: Only concern I have with this sign cause I know the location of the old sign that from the bottom of the price pod to the ground is only 6 foot, is that going to cause a sight problem?

MR. DECKER: Not at 6 feet when you're in your car, you'll be able to see through it at that height.

MR. NUGENT: How about a truck? There's is a lot of trucks that use road, especially Union Avenue.

MR. DECKER: Trucks will be a little more difficult. Passenger car is adequate at 6 feet, actually, what it came out to is when they first started talking about the sign, tried to maintain at least 6 foot on the underside, that's where the resultant height came from. Once you start putting the Sunoco I.D., the D.B. Mart and price sign leave about 6 foot underneath it, that gave us the result of 20 foot six inches.

MR. TORLEY: You need 7 foot for price pod, you've got four different grades of gas.

MR. DECKER: I'm uncomfortable up here knowing what your ordinance is asking for that size sign, I can ask to come in and make application for a typical family of signs as they call them usually allowed 80 square feet, I'm asking for 99, that's a little easier to sit here and ask for.

MR. TORLEY: Mike, our sign ordinance was revised two or three years ago?

MR. BABCOCK: Larry, I don't know, it wasn't that long.

MR. TORLEY: And the town decided they wanted signs no bigger than this now there have been frankly a lot of variances granted geography, how far you are from the road, this is right next to the road, good sight lines and a lot larger and higher.

MR. REIS: How can we accomplish your client's goals and reduce this?

MR. DECKER: I'm uncomfortable even asking for

something that large, I guess our intention was, you know, they would like to see something that large, understanding what your ordinance is, I'm not really sure what other applications come before the board of late, you know, if we can find some reasonable compromise between anything we do that's significantly smaller, a custom sign, anyway.

MR. TORLEY: I agree with the Chairman, I want to make sure you have the clear view under given the location, that's essential.

MR. REIS: You're saying that this sign is what D.B. is putting up in all their locations throughout the state?

MR. DECKER: Depending on if it's Citgo or Sunoco.

MR. REIS: Same size sign?

MR. DECKER: Well, and highway locations they like to see signs that large, but lots of times you get a zoning ordinance that will allow a hundred square feet of freestanding sign, speaking one side now, and that fits, in fact, I think it's 99.8 square feet that's why that particular sign was that family of signs meets that kind of criteria, but again, we're dealing with 30 square feet.

MR. BABCOCK: It's 64 total both sides.

MR. DECKER: So 32 square feet.

MR. TORLEY: 4 x 8 sheet.

MR. NUGENT: He's looking for 196.

MR. DECKER: Looking at both sides.

MR. TORLEY: Where this sign is and the road structure, a smaller sign would be quite legible at the point where you can see it as you come over the hills or underneath the tracks, so a smaller sign really would be visible as far as you can see it anyway.

MR. DECKER: Where it becomes difficult, especially

with gas companies, if you have a retail use next door and 32 square feet is okay to get their I.D. on 32 square feet is a reasonable sign, if all you had was Joe's Flower Shop, but when you have an I.D. gas sign and then you have the price sign and in order to remain competitive, the price sign is an element that goes with the gas companies.

MR. NUGENT: Well, you're going to have your I.D. on the canopy 4 feet wide.

MR. TORLEY: And not very far from the road.

MR. NUGENT: I don't know about the rest of the board members, but I'd like to see the sign reduced in size, just too gaudy.

MS. OWEN: Even the D.B. mart, that will be on the actual building.

MR. DECKER: That will come in time, right now, the Dairy Mart sign, there's a Dairy Mart I.D. on the north side of the building.

MS. OWEN: Couldn't that possibly be done away with that, the D.B. Mart on this particular sign here?

MR. DECKER: Conceivably.

MR. TORLEY: Have you considered the alternative of should you be granted the variances for Route 32 putting the price panels on the canopies?

MR. DECKER: Conceivably, it has been done in the past. Later on when they come in with the full image changes, that can be a year from now, the Dairy Mart on the building will be coming down and they'll have to re-assess at that point what's the required building sign size and then when they do that, that will be a whole different thing. Some form of freestanding identification is a necessity, generally, price signs are a necessity, how we can put that in that envelope 9 square feet is a good size envelope, excessive envelope considering the ordinance we have to deal with here. I guess I was hoping that if I can get some direction

what size would be reasonable we'd have a custom made sign put in, we just wanted to convey what our concerns are.

MR. BABCOCK: Well, your size of the signs for the price really cannot change, right?

MR. DECKER: Price signs can go smaller. In a perfect world, that's what they'd like to see.

MR. BABCOCK: I thought that was typical. Then there'd be only one option that's to reduce the Sunoco.

MR. DECKER: No, what you're looking at right there is a standard pod for a price sign, a Sunoco sign, a D.B. Mart sign may be made smaller, they can be and they can be custom.

MR. REIS: How would the board react to this sign set something like 10 x 6, do you think that would meet our, you'd still need a variance for that, reduce it to a total area of 10 x 6 per side, come back with that in mind, still a substantial sign.

MS. OWEN: Would that still have the 6 feet on the bottom?

MR. REIS: That would raise it up least less two feet.

MR. TORLEY: You're maintaining the 20 foot height.

MR. REIS: Drop the two feet, raise it two feet still come out with--

MR. TORLEY: Or put the prices on the canopies and put the Sunoco signs on there. I confess, when I drive down looking for gas, I don't look for Sunoco or Gulf, I look at price. So the price signs get my eye a lot more than the brand name, sorry for your advertisers.

MR. DECKER: People do look at price, that's why it's kind of, it makes it difficult when you're dealing with an ordinance of 32 square feet and maybe for a typical retailer, 13 square foot would be appropriate, but what you're looking at here, you need 32 foot for the



identification and 20 square feet for price sign as a minimum. That would be 18 foot overall, that would be a reasonable--

MR. NUGENT: That's more reasonable and I think that's plenty large enough for people to see, even though it's 45 mile an hour one.

MR. TORLEY: How far away can you see it due to the geography?

MR. DECIER: I was hoping to come here and find out if there's some middle ground that we can find.

MR. NUGENT: Well, ladies and gentlemen, we have this before us the way it's written, I think we need to address it, address it the way it's written, if the sign gets turned down as is proposed, well then he knows pretty much what we're looking for.

MR. TORLEY: Well, Mike, what size were you--

MR. REIS: I suggested 14, I'm talking about the signage itself, okay, 14, I'm sorry, 10 up and down and 6 wide.

MR. NUGENT: Eighteen feet high.

MR. REIS: Eighteen feet high, gives us a little bit more clearance on the bottom.

MR. TORLEY: We can grant a variance for that size and he can be less than that if he wanted.

MR. NUGENT: Fine, if that's what you'd like to propose, that's fine. I'll accept a motion.

MR. TORLEY: Let's start with the canopy first.

MR. NUGENT: Okay.

MR. TORLEY: In that case, I move that we grant the requested 25 and 20 foot front yard variance for two canopies.

MS. OWEN: Second it.

ROLL CALL

MS. OWEN	AYE
MR. TORLEY	NO
MR. REIS	AYE
MR. NUGENT	AYE

MS. BARNHART: What about the sign?

MR. REIS: I make a motion that we have Orwest Realty adjust their signage to show total of 6 foot wide and total of 10 foot in height the signage part of it, specifically.

MR. TORLEY: Going to a total height of?

MR. REIS: Total height of 18 feet.

MR. BABCOCK: So they are going to get 60 square feet each side and they can make up whatever they want into that 60 square foot.

MR. NUGENT: That's right.

MR. BABCOCK: And 18 foot high.

MR. REIS: The bottom will be.

MR. DECKER: Minimum of eight foot to the underside as well.

MR. REIS: Thank you, that was my plan.

MR. TORLEY: I'll second it.

ROLL CALL

MS. OWEN	AYE
MR. TORLEY	AYE
MR. REIS	AYE
MR. NUGENT	AYE

MR. TORLEY: The signs on the canopy themselves?

MS. BARNHART: I don't think they would have had a problem with those, the signs on the canopies.

MR. NUGENT: That wasn't included in it, was it, Mike?

MR. BABCOCK: No.

MS. BARNHART: No, it's not, it's not part of the application.

MR. TORLEY: Andy, if it was not part of the application, are we permitted to take any action on it at all?

MS. BARNHART: It wasn't in violation.

MR. TORLEY: I'm not sure. We've had in the past where the signs on the canopies have been violations, particularly the Mobil thing down here on Five Corners.

MR. BABCOCK: What happened with Mobil, maybe you remember is that they, that the board decided that they were their logo signs.

MR. TORLEY: Architectural rather than signage.

MR. BABCOCK: That's what happened at Mobil, maybe that's why we didn't include these.

MR. REIS: What's your anticipated usage on the canopies as far as the signage?

MR. DECKER: Just what's shown on this now.

MR. NUGENT: Four foot by whatever the height of the canopy one on each end?

MR. REIS: Four.

MR. BABCOCK: Yeah, one on each end of each canopy so four signs that are 10.78 square feet each.

MR. DECKER: They are ten square feet.

MR. KRIEGER: They'd be wholly within the width of the canopy?

MR. DECKER: Yes.

MR. REIS: We're not looking at that as additional signage, just part of the canopy.

MR. NUGENT: That's Sunoco's logo.

MR. TORLEY: I know we did that with Mobil, was that the case with the others? My recollection, again, could be faulty that some of the other gas stations actually had variances for the signs on the canopy cause the Mobil one was basically a horse, didn't look like--

MR. BABCOCK: I think we were treating it all with square footage, you're correct, we did a total square footage of everything cause they were freestanding signs and then got a variance of the difference. When it became a number of signs plus not square footage anymore, the size.

MS. BARNHART: They had one on each pump remember?

MR. BABCOCK: Yes and it's whatever the board's pleasure is, I mean, it's not on the application.

MR. DECKER: I don't think Planning referred it either.

MR. TORLEY: It would be my, if we can take action on this now, because it wasn't in the denials.

MR. KRIEGER: With a reduction in the sign that you have granted if you were to add that reduced size to the area of the 4 I.D. signs, would that bring us up to or beyond what was originally requested.

MR. BABCOCK: You're talking 78 square feet less than what you give him 78 square feet and he's asking for approximately 44 square feet, the freestanding sign was cut down approximately 78 square feet and these signs comprised of 44 square feet.

MR. TORLEY: I think it might be good practice for us and I think we were in error on the Mobil Station for us to consider these things on the canopies as signs and just add it to the variance.

MR. BABCOCK: Make a motion and I will modify the paperwork.

MR. TORLEY: Want a motion?

MR. KRIEGER: It's okay because of the reduction in the sign.

MR. NUGENT: The original application.

MR. KRIEGER: I'm more concerned about the notice than I am, but since the notice asked for--

MR. TORLEY: It becomes a matter of someone challenging it, I guess.

MR. KRIEGER: I think you're okay, of course, if someone challenges it, it's more D.B.'s problem than yours.

MR. TORLEY: I move we grant additional variances for four 10.78 square feet logo signs on the canopies.

MR. KRIEGER: As depicted.

MR. TORLEY: As depicted.

MR. REIS: Second it.

ROLL CALL

MS. OWEN	AYE
MR. TORLEY	AYE
MR. REIS	AYE
MR. NUGENT	AYE

MR. TORLEY: I assume that you're not going to be coming back and stringing up 47 temporary signs stacked all around?

January 11, 1999

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MR. DECKER: They better not.

PUBLIC NOTICE OF HEARING

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 55

Request of Decker & Company, Inc. for Orwest Realty Corp.

for a VARIANCE of the Zoning Local Law to Permit:

Relocation of Canopy closer to Union Avenue, within 40-ft. setback;  
installation of canopy on Windsor Hwy. side of property within 40-ft  
setback; replacement of present free-standing sign with new & larger  
free-standing sign; placement of (4) sign legends on canopies.

being a VARIANCE of Section 48-12 <sup>Table of</sup> use/bulk regs., col. E, F: and Sec.  
48-18 Supplemental Sign Regs.  
for property situated as follows:

173 Windsor Highway (RT. 32) at corner of Union Ave.

known and designated as tax map Section 12, Blk. 2, Lot 1.

SAID HEARING will take place on the 11<sup>th</sup> day of January, 1999 at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

James Nugent.  
Chairman

TO	CONRAD J. BAKER	FROM	CHUCK BAKER
Co.	Dept.	Co.	Dept.

LEASE AGREEMENT

THIS LEASE made as of the 28th day of July, 1978, between ORWEST REALTY CORP., having an office at 1007 Park Street, Peekskill, New York ("LESSOR"), and NYCREST CORP., incorporated in New York with offices at Cold Spring, New York ("LESSEE").

## W I T N E S S E T H :

1. LESSOR does hereby demise and lease unto LESSEE ALL THAT CERTAIN parcel of ground situate in the Town of New Windsor County of Orange, State of New York, together with the buildings and improvements now and hereafter erected thereon, and more particularly described as follows:

New ALL that tract or parcel of land situate in the Town of Windsor, County of Orange, State of New York, more particularly bounded and described as follows:

BEGINNING at a point marked by a pin set in the intersection of the southeasterly right-of-way line of New York State Highway Route 32 leading from Newburgh to Vails Gate (no uniform right-of-way width) with the northeasterly right-of-way line of Union Avenue (formerly Little Britain Road- no uniform right-of-way width); extending thence (1) along said southeasterly line of Route 32 North 28 degrees 15 minutes East 38.82 feet to a point marked by a pipe set in an angle of said southeasterly line of Route 32; thence (2) continuing along said southeasterly line of Route 32 North 32 degrees 21 minutes East 120.60 feet to a point marked by a New York State Monument set in an angle of said southeasterly line of Route 32; thence (3) continuing along said southeasterly line of Route 32 North 27 degrees 37 minutes East 15.58 feet to a point marked by a pipe set in the southwesterly line of other lands now or formerly of the party of the first part (said other lands being known as "Pleasant Acres Nursery"; thence (4) along said southwesterly line of other lands of the party of the first part South 63 degrees 53 minutes 36 seconds East 175.00 feet to a point marked by a pipe set in the northwesterly line of other lands of the party of the first part (the last said other lands also known as "Pleasant Acres Nursery"; thence (5) along said northwesterly line of other lands of the party of the first part South 31 degrees 00 Minutes 56



seconds West 175.00 feet to a point marked by a pipe set in the  
aforesaid northeasterly line of Union Avenue; thence (6) along  
said northeasterly line of Union Avenue North 63 degrees  
51 minutes 30 seconds West 175.00 feet to the point and place  
of beginning.

\*Refers to Mary C. Schaefer the Grantor in Liber 1797 op 830.

1. (a) Premises shall be used as a convenience  
food store with self-service gasoline only. Any other operation  
shall be only with the consent of the landlord, said consent not  
to be unreasonably withheld.

2. The term of this lease shall be for twelve  
(12) years beginning on the first day of Sept. 1978 and expiring  
the last day of August, 1990. LESSEE yielding and paying therefor  
during said term a monthly rental of [REDACTED]  
[REDACTED] six (6) years and [REDACTED]  
[REDACTED] monthly rent for the  
second six (6) years, in advance on the first day of each  
calendar month during said term. LESSEE shall have the option  
to renew this lease for an additional five (5) years at a monthly  
rental of [REDACTED]  
per month.

3. All rental and other sums payable by LESSEE to  
LESSOR pursuant to this lease shall be paid at such place as  
lessor from time to time designates.

4. During the continuance of the lease, LESSEE  
shall pay all ad valorem taxes and all assessments which are

levied or assessed against the leased premises and the buildings and improvements thereon by any governmental agency or subdivision.

5. LESSEE agrees to use the premises for lawful purpose and LESSEE will not use premises for any purpose which violates any zoning laws or regulations now or hereinafter enacted.

6. LESSEE shall exercise and be responsible for the exclusive control of the premises and all activities conducted thereon.

7. LESSEE agrees to obtain and maintain all licenses and permits required by Federal, state or local governmental authorities for the installation and operation of the businesses to be conducted on the property.

LESSEE agrees to pay when due all fees and sales, rental, excise and income taxes, imposed in connection with all operations and business conducted upon the premises and upon all property located on or used in connection with the operation of the premises or any tax on rents payable hereunder.

8. LESSEE agrees to pay promptly when due all charges for utilities on the premises including, without limiting the foregoing, all charges for telephone, water, gas, electricity, heat, sewage disposal (whether on or off-site systems) and cesspool cleaning.

9. During the term of this lease, LESSEE agrees to be responsible for all maintenance and upkeep on the Premises, dwellings and buildings and to make all repairs of every nature whatsoever, including structural repairs on the building whenever

TO: <b>CONRAD DEKOR</b>	FROM: <b>CHUCK DEKOR</b>
On/Dept:	On:

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between ORQUEST REALTY CORP., having an office at 1007 Park Street,  
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1. (a) Premises shall be used as a convenience food store with self-service gasoline only. Any other operation shall be only with the consent of the landlord, said consent not to be unreasonably withheld.

2. The term of this lease shall be for twelve (12) years beginning on the first day of Sept. 1978 and expiring the last day of August, 1990. LESSEE yielding and paying therefor during said term a monthly rental of [REDACTED] [REDACTED] six (6) years and [REDACTED] [REDACTED] monthly rent for the second six (6) years, in advance on the first day of each calendar month during said term. LESSEE shall have the option to renew this lease for an additional five (5) years at a monthly rental of [REDACTED] per month.

3. All rental and other sums payable by LESSEE to LESSOR pursuant to this lease shall be paid at such place as lessor from time to time designates.

4. During the continuance of the lease, LESSEE shall pay all ad valorem taxes and all assessments which are

levied or assessed against the leased premises and the buildings and improvements thereon by any governmental agency or subdivision.

5. LESSEE agrees to use the premises for lawful purpose and LESSEE will not use premises for any purpose which violates any zoning laws or regulations now or hereinafter enacted.

6. LESSEE shall exercise and be responsible for the exclusive control of the premises and all activities conducted thereon.

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8. LESSEE agrees to pay promptly when due all charges for utilities on the premises including, without limiting the foregoing, all charges for telephone, water, gas, electricity, heat, sewage disposal (whether on or off-site systems) and cesspool cleaning.

9. During the term of this lease, LESSEE agrees to be responsible for all maintenance and upkeep on the Premises, dwellings and buildings and to make all repairs of every nature whatsoever, including structural repairs on the building whenever

needed.

Upon LESSEE's failure to make designated repairs within thirty (30) days of LESSOR's written request to LESSEE to do so, LESSOR at its option may terminate this lease. LESSOR shall have the additional option of making the repairs and in such event LESSEE agrees to pay LESSOR its full cost as additional rent pursuant to the provisions of the Additional Rent Clause of this lease.

10. In addition to the rent provisions contained in Paragraph 3, LESSEE agrees to be responsible for LESSOR's cost in the event LESSOR elects to correct a failure on LESSEE's part to assume any of its obligations set forth herein including, but not limited to:

(1) Failure of LESSEE to pay any taxes, assessments, levies garnishments licenses or other charges or liens affecting the premises during the term of this lease.

(2) LESSEE's failure to fully perform its maintenance obligations imposed hereunder.

(3) In the event either party commences legal proceedings to enforce compliance with the provisions of this lease, the losing party in such legal proceedings shall pay reasonable attorney's fees to the winning party.

11. Upon termination or expiration of this lease, LESSEE shall deliver the Premises and building to LESSOR in the condition in which LESSEE is obligated to maintain them, subject only to normal wear and tear.

12. Except with prior written consent, which consent shall not be unreasonably withheld by LESSOR, LESSEE shall make no alterations or changes to the premises and building.

13. LESSEE shall maintain and be responsible to obtain Fire and Casualty Insurance coverage on the premises and building to fully cover and protect LESSOR, including installation cost, in the event said equipment or building is damaged or destroyed by fire or other casualty during the term of this agreement. (But in no event in excess of <sup>Eighty</sup> ~~Fifty~~ Thousand (\$50,000.00) Dollars.) In the event the building is partially or completely damaged or destroyed, regardless of the cause of same, the LESSEE shall be responsible at its own expense for the repairing and rebuilding of any damage suffered. LESSEE shall be reimbursed from insurance monies received by the landlord for the cost of repairing and rebuilding. Any deficiency between the cost of repairing and rebuilding, and the monies received from insurance, shall be borne by the LESSEE. In the event the building is partially or completely damaged or destroyed, regardless of the cause of same, and is not repaired by LESSEE within sixty (60) days of the date of LESSOR's notice in writing to do so, LESSOR may at its own option terminate this lease.

13. (a) LESSEE shall carry liability insurance covering subject premises in the amount of \$300,000.00/\$1,000,000.00 and LESSOR as a named insured on said policy and submit proof thereof.

13. (b) Landlord shall not be responsible for any failure of water supply, electrical current, sewer service, or for pipes servicing subject premises or for any interference caused by public or quasi-public authorities.

13. (c) This lease shall be subject and subordinate at all times to the lien of any mortgage now on the subject property, and subject and subordinate to the lien of any mortgage or mortgages which at any time may be made a lien on the subject premises. The tenant hereby appoints the landlord the attorney-in-fact, irrevocable, to execute and delivery any instruments necessary to effectuate same.

14. If premises or any portion thereof shall be acquired under the power of eminent domain or conveyed in any other manner for public purposes, this lease shall terminate on the date title passes to or on the twentieth (20th) day immediately preceding the date possession must be surrendered to the acquiring public authority, whichever is earlier; provided, however, if less than the entire premises is acquired and the remaining portion of the premises is suitable for continuation of operations as originally contemplated, this lease shall terminate as provided above only as to the portion of the premises acquired or rendered usable by such acquisition and all terms and provisions of this lease shall otherwise remain in full force and effect. In the event that twenty percent or more of the entire premises is acquired, and in the opinion of either party the remaining land is insufficient for continued operations as originally contemplated by the parties, either party may terminate this lease upon thirty (30) days'



written notice to the other party.

15. INDEMNITY

LESSEE covenants and agrees to indemnify, hold harmless and defend LESSOR from and against all claims, losses and damages for personal injury or death or damage to property occurring on the premises, arising out of LESSEE's use or occupancy of the premises, or arising out of LESSEE's operation of the premises, excepting any damage or loss caused by LESSOR's negligence or failure to perform its obligations hereunder.

16. LESSOR hereby reserves the right of entry upon proper identification of its representatives, agents and employees for the purpose of examination or inspection of the premises and building and to ascertain LESSEE's compliance with the terms and conditions of this lease. LESSEE hereby covenants and agrees that LESSOR shall have such right of entry to examine and inspect the premises and building.

17. Failure by LESSEE to comply with any of the provisions contained in this agreement, including all subparagraph thereof, shall constitute a default. If he fails to correct such default within thirty (30) days of receiving written notice thereof, LESSOR may terminate this lease. If during the term of this lease bankruptcy, insolvency or reorganization proceedings, either State or Federal, are instituted against LESSEE or should LESSEE enter into an arrangement with creditors or make an assignment for the benefit of creditors, LESSOR may terminate

the lease immediately. In the event of a default LESSOR shall have the right to collect the rent specified herein as well as the right to terminate this lease.

18. This lease may be assigned in whole or in part by LESSEE or sublet in whole or in part, provided LESSEE remain liable for performance of the terms of this lease.

19. The parties agree that at the termination of the lease, landlord shall pay to tenant all prepaid taxes on the demised premises.

20. In the event of insolvency of tenant, the lease shall immediately be cancelled, unless tenant shall immediately in writing reaffirm the lease.

21. (a) This lease contains the entire lease and understanding between LESSOR and LESSEE pertaining to the lease of the premises and building. There are no oral representations, stipulations, warranties or understandings with respect to the subject matter of this lease which are not fully set forth herein.

(b) Any notice, request or other communication required or permitted by or pertaining to this lease shall be in writing and if to LESSEE, shall be addressed to LESSEE at its home office: Route 9, Cold Spring, New York 10536; if to LESSOR, to the address specified in the first paragraph of this lease. Any such notice, request or other communication shall be sent by prepaid certified or registered mail.

(c) WAIVER

Failure of either LESSOR or LESSEE to require performance of any provision of this lease shall not affect either party's right to require full performance thereof at any time thereafter and the waiver by either LESSOR OR LESSEE of a breach of any provision hereof shall not constitute or be deemed a waiver of a similar breach in the future or of any other breach or nullify the effectiveness of such provision.

(d) AMENDMENTS

No amendment, addition to or alteration, modification or waiver of any provision of this lease shall be of any effect unless in writing and signed by LESSEE and an authorized representative of LESSOR.

(e) PRONOUNS

The use herein of any personal pronoun shall include the masculine, feminine and neuter pronouns.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this lease as of the date first above written.

Witness:

ORNEST REALTY CORP.

BY: Michael DiBart  
Michael DiBart, Pres.

NYCREST CORP.

by: Hubert A. Harwood  
Hubert A. Harwood

(c) WAIVER

Failure of either LESSOR or LESSEE to require performance of any provision of this lease shall not affect either party's right to require full performance thereof at any time thereafter and the waiver by either LESSOR OR LESSEE of a breach of any provision hereof shall not constitute or be deemed a waiver of a similar breach in the future or of any other breach or nullify the effectiveness of such provision.

(d) AMENDMENTS

No amendment, addition to or alteration, modification or waiver of any provision of this lease shall be of any effect unless in writing and signed by LESSEE and an authorized representative of LESSOR.

(e) PRONOUNS

The use herein of any personal pronoun shall include the masculine, feminine and neuter pronouns.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this lease as of the date first above written.

Witness:

ORQUEST REALTY CORP.

By: Michael D. Bart  
Michael D. Bart, Pres.

MYCREST CORP.

by:

Hubert A. Harwood  
Hubert A. Harwood

#6666

Lease  
file  
NO 005**CIA FOOD MARTS, INC.****LEASE EXTENSION AND MODIFICATION AGREEMENT**

**THIS AGREEMENT**, made this 19th day of October, 1995 by and between **ORWEST REALTY CORP.**, a New York corporation (hereinafter known as "Lessor"), and **CIA FOOD MARTS, INC.**, a New York corporation (hereinafter known as "Lessee").

**WHEREAS**, on the 28th day of July, 1978, **ORWEST REALTY CORP.** and **NYCREST CORP.**, entered into a Lease for the retail store premises (Premises) situated at 173 Windsor Highway, Town of New Windsor, County of Orange, and State of New York; and

**WHEREAS**, by a subsequent assignment dated June 1, 1980, **CIA FOOD MARTS, INC.** acquired all right and title to said premises and thereby acquired all rights of Lessee; and

**WHEREAS**, the original term of said Lease did expire on August 31, 1990; and

**WHEREAS**, the said Lease was extended by a subsequent option renewal period which term did expire on August 31, 1995 and has continued on a month to month basis; and

**WHEREAS**, Lessor and Lessee are desirous of modifying and amending said Lease as follows:

**NOW THEREFORE**, it is mutually covenanted and agreed by and between the Lessor and Lessee that:

1. Commencing September 1, 1995, the primary term of said Lease shall be extended for a period of five (5) years and will expire on August 31, 2000.

2. Effective September 1, 1995, the annual minimum rentals during the primary term of said Lease shall be [REDACTED]

3. Lessor hereby grants Lessee the right and option to extend and renew said Lease for two (2) additional periods of five (5) years each on the same covenants and conditions, except Base Rent and Additional Rent, which options Lessee may exercise by giving Lessor notice at least ninety (90) days prior to the expiration of the original or any extended term hereof.

4. Should Lessee elect to exercise the renewal option as set forth herein, then in such event the annual rental shall be:

5. The following provisions shall be added to the said Lease and incorporated therein:

**22. No representations by Lessor** - Lessee accepts and continues its possession of the demised premises in its present condition and in its condition at the commencement of the term of this Lease, and without any representation or warranty by Lessor as to the condition on the demised premises now or then or as to the lawful use or occupancy which may be made thereof, the expenses, including taxes, of operation or any other matter or thing affecting or relating to the demised premises, and, further, Lessor shall not be responsible for any latent or other defect or change of condition in the demised premises caused by Lessee (including any asbestos, underground tank(s) or any other hazardous or toxic material, condition, discharge, leakage or activity caused by or arising from Lessee's operation), and the rent and any other payments hereunder shall in no event be withheld, abated or diminished on account of any defect in the demised premises nor for any change in its condition, nor for any damage occurring thereto.

**23. Existing Conditions** - Lessee warrants that to the best of its knowledge the premises are in full compliance with all laws, regulations, rules, or requirements of law of federal, state and local municipalities relating to the pollution or protection of the environment (including without limitation, air, water and land) and with all permits or licenses issued thereunder. To the best of Lessee's knowledge, no event has occurred which, with the passage of time or the giving of notice or both, would constitute non-compliance with such environmental laws.

**24. Costs of Compliance** - Lessee at its sole cost and expense, including necessary litigation costs, shall perform and comply with all orders, regulations, rules and requirements of every kind and nature of the municipal, county, town, village, state and federal authorities arising from Lessee's operation of a convenience store with self service gasoline facilities on the demised premises "Lessee's Operation", and of any applicable board of fire underwriters and of any other body, board, commission, governmental or quasi-governmental authority or sovereign concurrently or successively exercising fire and other hazard safety ratings and requirements arising from Lessee's operation (including any orders and requirements for investigating and rectifying any possible hazardous or toxic materials, conditions, discharge, leakage or activity caused by or arising from Lessee's operation), and Lessee shall so perform and comply, whether or not such laws, rules, orders, ordinances, regulations or zoning regulations shall now exist or shall thereafter be enacted or promulgated and whether or not such laws, rules orders, ordinances, regulations or zoning regulations may be said to be within the present contemplation of the parties hereto. Lessee shall also reimburse Lessor for any costs incurred by Lessor as a result of any failure by Lessee to comply with this section.

25. **Surrender** - Lessee shall on or before the last day of the term hereby granted or any extension thereof surrender to Lessor the demised premises, and all buildings, replacements and changes, with all equipment in, or appurtenant thereto, except all movable trade fixtures installed by Lessee, broom clean, and in good order, condition and state of repair, reasonable wear and tear excepted. Lessee shall hold Lessor harmless from all damages resulting from Lessee's failure to surrender the demised premises as required by this section, including, without limitation, claims made by a succeeding Lessee resulting from Lessee's failure to surrender the demised premises.

26. **Storage Tanks** - Notwithstanding the above, at the option of Lessor and upon surrender to Lessor of the demised premises, Lessee shall, at its sole, expense remove all of Lessee's storage tanks (including without limitation any underground or above ground gasoline, diesel fuel, fuel oil, propane or other type of tank) shall be removed from the premises, any resulting excavation shall be back filled with clean material, and any hazardous or toxic discharge, leakage or activity from such tanks shall likewise be removed."

10. Except as expressly modified and amended by this Agreement, all other terms and conditions of said Lease dated July 28, 1978 shall continue in full force and effect.

11. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Signed in the presence of:

Lessor: **ORWEST REALTY CORP.**

Tomara J. Gradwitz

By: [Signature]

Its: **PRESIDENT**

Phyllis D. Duff

Lessee: **CIA FOOD MARTS, INC.**

John L. Murray

By: [Signature]

**GARY A. PAYNE**  
Its Vice President

James M. Barrin

COUNTY OF Westchester) ss.

Before me, a Notary Public in and for said County and State, personally appeared the above-named Corporation, **ORWEST REALTY CORP.**, by its President **Ralph Di Bart** who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed personally and as such officer.

Witness my hand and official seal at Scarsdale, New York, this 4th day of December, 1995.

LAURA GARTISON  
NOTARY PUBLIC STATE OF NEW YORK  
NUMBER 401208  
QUALIFIED IN ROCKLAND COUNTY  
COMMISSION EXPIRES 10/31/97

[Signature]  
Notary Public

STATE OF CONNECTICUT )

) ss.

COUNTY OF HARTFORD )

Before me, a Notary Public in and for said County and State, personally appeared the above-named Corporation, **CIA FOOD MARTS, INC.** by its Vice President, **GARY A. PAYNE** who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed personally and as such officer.

Witness my hand and official seal at Enfield, Connecticut, this 8th day of December, 1995.

[Signature]  
Notary Public **JOANNA M. BERNIER**  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 31, 2000

This Instrument Prepared By:

CIA Food Marts, Inc.  
Legal Department  
One Vision Drive  
Enfield, CT 06082  
(203) 741-4444

LE# 6666: 10/95



ASSIGNMENT OF LEASE

In consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mycrest Corporation of New York, hereinafter referred to as "Lessee", does hereby sell, assign, transfer and set over unto CIA FOOD MARTS, INC., a New York Corporation, hereinafter referred to as "Assignee", a certain lease of a Convenient Food Mart by and between Lessee and Orwest Realty Corporation, hereinafter referred to as "Lessor", dated the September 1, 1978, for the real property situated at 173 Windsor Highway, in the City of New Windsor, and State of New York, and described as a food and grocery store building with common parking and common service area for any other tenants of Lessor or tenants of the Owner of the real property ("Premises").

And all the estate, title and interest of Lessee in and to the lease and Premises to have and to hold the same from the 1st day of June, 1980, for and during the residue of the term of the lease, which will end on August 31, 1990 ; subject, however, to all the conditions, covenants and rents in the lease.

Lessee further warrants and covenants that Lessee has good right to assign the lease, with the consent of Lessor and that the interest hereby assigned is free and clear from all encumbrances.

In consideration of said assignment, and of the consent thereto of Lessor, Assignee hereby assumes and agrees to pay all rent due from and after June 1, 1980, and to keep and perform all the covenants, agreements and conditions of the lease on the part of Lessee to be kept and performed.

IN WITNESS WHEREOF, the parties have executed this Assignment of Lease this 1st day of June, 1980.

ASSIGNOR:

CIA FOOD MARTS, INC.

By: Gregory H. WhiteIts: President

ASSIGNEE:

MYCREST CORPORATION

By: Gregory H. WhiteIts: President



# Town of New Windsor

555 Union Avenue  
New Windsor, New York 12553  
Telephone: (914) 563-4631  
Fax: (914) 563-4693

## Assessors Office

December 8, 1998

31

Decker & Company Inc.  
Att: Conrad R. Decker  
PO Box 258  
Lee, MA 01238

Re: 12-2-1

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$55.00, minus your deposit of \$25.00.

Please remit the balance of \$30.00 to the Town Clerk's office.

Sincerely,

*Leslie Cook* (cmo)

LESLIE COOK  
Sole Assessor

/jdh  
Attachments

cc: Pat Barnhart, ZBA

4-2-21  
RPA Assocs.  
C/o: AVR Realty Co.  
1 Executive Blvd.  
Yonkers, NY 10701

9-1-11  
Andre & Anna Honch  
4 Hillside Ave.  
New Windsor, NY 12553

9-1-12.1  
LaCasa D'oro/ Heritage Realty  
C/o: Anthony Clemenza  
PO Box 284  
Chester, NY 10918  
Chester, NY 10918

9-1-25.3  
Herbert H. Redl  
80 Washington St., Suite 310  
Poughkeepsie, NY 12601

24-2-8  
Joseph Cocchia Etal.  
11 Hickory Ave.  
New Windsor, NY 12553

09-1-25.4  
Pleasant Acres Nursery Inc.  
161 Windsor Hgwy.  
New Windsor, NY 12553

12-1-18.1  
Samuel & Madelyn Acquaro  
16 Hillside Ave.  
New Windsor, NY 12553

12-1-19  
Jaroon R. Buthakurn  
12 Hillside Ave.  
New Windsor, NY 12553

12-1-28  
Joseph & RoseAnn Cubito  
15 Hillside Ave.  
New Windsor, NY 12553

12-1-24  
Louis & Kathleen Antonelli  
3 Hillside Ave.  
New Windsor, NY 12553

12-1-30  
Joseph & Carmela DeLeonardo  
1647 Roland Ave.  
Wantagh, NY 11793

12-1-48  
Central Hudson Gas & Electric Corp.  
C/O: Tax Agent  
South Rd.  
Poughkeepsie, NY 12602

12-2-2  
Leonard Sarinsky  
171 Windsor Hgwy.  
New Windsor, NY 12553

12-2-5  
David & Jacie Sarinsky  
298 Union Ave.  
New Windsor, NY 12553

24-2-15  
Truman D. Adams  
13 Boulevard  
Cornwall on Hudson, NY 12520

24-1-1  
Joseph Bucciarelli  
3 Breezy Knoll  
Newburgh, NY 12550

24-1-5  
John & Rose Mitchell  
228 James St.  
New Windsor, NY 12553

24-1-6  
Edith Kessel  
230 James St.  
New Windsor, NY 12553

24-1-7.1  
Joel & Nancy Barker  
187 Windsor Hgwy.  
New Windsor, NY 12553

24-1-21  
Florence Boersma f/k/a Marullo  
181 Windsor Hgwy.  
New Windsor, NY 12553

24-2-1  
Joan & Rainer Thiele  
C/o: Joan Thiele  
222 Daniher Ave.  
New Windsor, NY 12553

24-2-2  
Lillian M. Adolino  
224 Daniher Ave.  
New Windsor, NY 12553

24-2-3  
Wm. & Marie Murphy  
228 Daniher Ave.  
New Windsor, NY 12553

24-2-6  
Clinton & Marion Adams  
232 Daniher Avenue  
New Windsor, NY 12553

24-2-16  
Donald & Diane McKee Jr.  
227 James Ave.  
New Windsor, NY 12553

24-3-1  
Genevieve Malinowski  
293 Union Ave.  
New Windsor, NY 12553

24-3-2.2  
Robert & Margaret Millspaugh  
226 Spruce St.  
New Windsor, NY 12553

24-3-33  
Theresa K. Bush  
227 Daniher Ave.  
New Windsor, NY 12553

24-3-34  
Frank & Darleen Mezzatesta  
225 Daniher Ave.  
New Windsor, NY 12553

24-1-22  
Carmen Correa  
Unionville Rd.  
PO Box 125  
Plattekill, NY 12568

12-1-27

Frank Antonelli Sr. & John Antonelli

360 Union Ave.

New Windsor, NY 12553

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

# 98-55

Date: 12/17/98

I. Applicant Information:

- (a) Orwest Realty Corporation, 168 Madison Rd., Scarsdale, NY 10583  
(Name, address and phone of Applicant) (Owner)
- (b) DB Companies, Inc., P.O. Box 9471, Providence, RI 02940, 401-722-8005  
(Name, address and phone of purchaser or lessee)
- (c) \_\_\_\_\_  
(Name, address and phone of attorney)
- (d) Decker & Company, Inc., P.O. Box 258, Lee, MA 01238, 413-243-4083  
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☒ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. Property Information:

- (a) NC 173 Windsor Highway 12-2-1 30,000 sq.ft.  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? \_\_\_\_\_
- (c) Is a pending sale or lease subject to ZBA approval of this application? no.
- (d) When was property purchased by present owner? \_\_\_\_\_
- (e) Has property been subdivided previously? no.
- (f) Has property been subject of variance previously? unknown.  
If so, when? \_\_\_\_\_
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? no.
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: A gas station / convenience store now exists on property with underground fuel tanks that are being replaced by new double-walled tanks to meet federal and state mandates.

IV. Use Variance.

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow:  
(Describe proposal) \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes \_\_\_\_\_ No x.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use / Bulk \_\_\_\_\_ Regs., Col. E, F.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area <u>15,000</u>	<u>30,000</u>	<u>N/A</u>
Min. Lot Width <u>125 ft.</u>	<u>135 ft.</u>	<u>N/A</u>
Reqd. Front Yd. <u>40 ft.</u>	<u>15 ft. Rt. 32</u>	<u>Area Variance</u>
	<u>20 ft. Union Ave</u>	<u>Area Variance</u>
Reqd. Side Yd. <u>15/30 ft.</u>	<u>N/A</u>	<u>N/A</u>
Reqd. Rear Yd. <u>15 ft.</u>	<u>N/A</u>	<u>N/A</u>
Reqd. Street Frontage* <u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Max. Bldg. Hgt. <u>23 ft.</u>	<u>17 ft.</u>	<u>N/A</u>
Min. Floor Area* <u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Dev. Coverage* <u>N/A</u> %	<u>N/A</u> %	<u>N/A</u> %
Floor Area Ratio** <u>.5</u>	<u>N/A</u>	<u>N/A</u>
Parking Area _____	_____	_____

\* Residential Districts only

\*\* No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

The proposed changes would contribute to public safety by allowing for better and safer traffic flow on the property, and by further allowing for safer entrance and egress to the property from adjacent roads. The changes in parking space layout will provide greater safety to pedestrians/ customers on the site, and the proposed canopies will provide a safer (less slippery) environment by reducing pavement moisture during bad weather. These changes are also necessary to the competitive and economic viability of the site. Please see attached Addendum.

VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section 48-18, Use/Bulk "N" Regs.

	Requirements	Proposed or Available	Variance Request
Sign 4 Legends		10.78 sq.ft x 4	ht, No., sq.ft.
Sign Free Standing	15'ht/30 sq.ft.	20.6'/199 sq.ft.	ht & sq.ft.
Sign			
Sign			

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs

Replace existing free standing sign with new free standing sign with an area of 199 sq. ft. (both sides) and height of 20.6 ft. with Sunoco and DB Mart logos and gas prices. Placement of two (2) Sunoco legends (10.78 sq. ft. in size) on each of the proposed two canopies (total: 4 legends). These legends and the free standing sign are necessary to identify the convenience store, the brand of gas, and the gas prices to passing traffic at this very busy intersection.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation.

- (a) Interpretation requested of New Windsor Zoning Local Law, Section 48-12, Table of Use / Bulk Regs., Col. E, F, & N.

- (b) Describe in detail the proposal before the Board:  
Relocation of pump island and canopy closer to Union Avenue side of property to provide for better traffic flow and safer parking space arrangement; Installation of new pump island and canopy on Windsor Highway side of property; placement of two (2) legends on each of the two (2) canopies; replacement of existing free standing sign with new free standing sign large enough to identify gas brand, gas prices and convenience store.

VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

**The new canopies and signs proposed for this property will replace an older and worn canopy and free standing sign thereby enhancing the appearance of the property. The proposed canopies will also serve to collect rain water and redirect it into and through their columns to a catch basin and then to storm sewers, reducing the impact during storms on the municipal storm sewer system. The canopies will further make the site safer in that they will have a fire suppression system in accordance with NFPA-30 (and will protect said fire suppression system from inclement weather).**

## IX. Attachments required:

- x Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- x Copy of tax map showing adjacent properties.
- x Copy of contract of sale, lease or franchise agreement.
- x Copy of deed and title policy.
- x Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- x Copy(ies) of sign(s) with dimensions and location.
- x Two (2) checks, one in the amount of \$150.00 and the second check in the amount of \$500.00., each payable to the TOWN OF NEW WINDSOR.
- x Photographs of existing premises from several angles.

X. Affidavit.

Date: DEC 16, 1998

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF ORANGE )

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

(Applicant)  
Conrad R. Decker

Sworn to before me this

16th day of December, 1998.

Seegone M. Scarpa Notary Public  
My Commission Expires Aug. 19, 2005  
State of MA County of Berkshire

XI. ZBA Action:

(a) Public Hearing date: \_\_\_\_\_



(b) Variance: Granted (\_\_\_) Denied (\_\_\_)

(c) Restrictions or conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

**Addendum to "Area Variance" Section of Application (Section V (b))**

The proposed changes to this property will not bring an undesirable change to this neighborhood, which is zoned NC or "Neighborhood Commercial" and which, in fact, is commercial in its present appearance. Nor will the granting of the area and sign variances requested cause a detriment to nearby properties. The applicant is attempting to operate in a competitive environment and will be at a disadvantage without the canopies and signs when most other gas stations either presently have canopies or will be acquiring them. An alternative plan suggested at the Zoning Board of Appeals Preliminary Hearing was placing four pumps along the Union Avenue side of the property. This, however is not feasible, in that it would make impossible the proposed plan regarding parking space arrangement, the goal of which is to provide a better traffic flow on the property and a higher degree of safety for customers / pedestrians on the property. The proposed canopies will have a beneficial impact regarding the physical / environmental conditions in the neighborhood in that rainwater collected by the canopies will be directed through the canopies' columns to a catch basin and from there into the storm sewer system, which will help reduce impact on the municipal sewer system during storms. The canopies make the site safer (less slippery) during inclement weather. They also make the site safer regarding fire danger in that they will be equipped with fire suppression systems as mandated by NFPA - 30.

The difficulty in maintaining this business as an economically viable operation has not been self-created. The present trend in the area, and, in fact, throughout the Northeast, is the installation of canopies over pump islands, leaving those without such canopies at a competitive disadvantage. As you know, our region has a high percentage of days when it rains or snows, and most people will choose to purchase gas at those places where they are protected from the elements by canopies. The legends and the free-standing sign are necessary to allow visibility of prices and brand name in the area of a busy intersection. The absence of this visibility will create a hardship to the applicant and place this business at a competitive disadvantage.

**OFFICE OF THE BUILDING INSPECTOR  
TOWN OF NEW WINDSOR  
ORANGE COUNTY, NEW YORK**

*Prelim.*  
*12/7/98*  
*#98-55*  
*① Signs*

**NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION**

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (914)563-4630 TO  
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

**DATE: December 8, 1998**

**APPLICANT: DECKER & COMPANY INC.  
P.O. BOX 258  
33 PARK PLAZA  
LEE, MA. 01238**

**PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE:**

**FOR : REPLACEMENT FREE STANDING SIGNS**

**LOCATED AT: 173 WINDSOR HIGHWAY, NEW WINDSOR, NEW YORK**

**ZONE : NC**

**DESCRIPTION OF EXISTING SITE: SELF SERVICE GAS & RETAIL GROCERY S/B/L# 12-2-1**

**IS DISAPPROVED ON THE FOLLOWING GROUNDS:**

**1. 48-18,1a**

**PROPOSED 199 SQUARE FOOT SIGN, 20.5 FOOT HIGH EXCEEDS THE ALLOWED  
HEIGHT OF 15 FEET AND 64 SQUARE FOOT AREA.**

*Harold J. Kyheon*  
**BUILDING INSPECTOR**

**PERMITTED**

**PROPOSED OR  
AVAILABLE:**

**VARIANCE  
REQUEST:**

**ZONE: NC      USE:**

**SIGN:**

**FREESTANDING: 1-64 SQ.FT.**

**1-199 SQ.FT.**

**135 SQ.FT.**

**HEIGHT: 15FT.**

**20.5FT.**

**5.5FT.**

**WIDTH:**

**WALL SIGNS:**

**TOTAL ALL SIGNS:**

**FEET FROM ANY LOT LINE:**

**cc: Z.B.A., APPLICANT, FILE, W/ATTACHED MAP**

Dec. 7, 1998. # 98-55

OFFICE OF THE PLANNING BOARD - TOWN OF NEW WINDSOR  
ORANGE COUNTY, NY

(2) front  
yard -  
Canopies

NOTICE OF DISAPPROVAL OF SITE PLAN OR SUBDIVISION APPLICATION

PLANNING BOARD FILE NUMBER: 98-36

DATE: 4 NOV 98

APPLICANT: DB COMPANIES INC  
DECKER & COMPANY  
P.O. BOX 258  
LEE, MA 01238

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 20 AUG 1998

FOR (~~SUBDIVISION~~) - SITE PLAN) \_\_\_\_\_


LOCATED AT SIDE WINDSOR HIGHWAY

NORTH OF UNION ZONE \_\_\_\_\_

DESCRIPTION OF EXISTING SITE: SEC: 12 BLOCK: 2 LOT: 1

IS DISAPPROVED ON THE FOLLOWING GROUNDS: \_\_\_\_\_

FRONT YARD SETBACK VARIANCES FOR BOTH  
PROPOSED CANOPIES.

  
MARK J. EDALL P.E. for  
MICHAEL BABCOCK,  
BUILDING INSPECTOR

REQUIREMENTS		PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE	USE	RT32 CANOPY/UNION CANOPY	RT32/UNION
	<u>NC</u>	<u>B-7/A-6</u>	
MIN. LOT AREA	<u>15,000 SF/10,000</u>	<u>30,000 S.F.</u>	<u>—</u>
MIN. LOT WIDTH	<u>125 FT/100</u>	<u>175 FT.</u>	<u>—</u>
REQ'D FRONT YD	<u>40 FT</u>	<u>15/20 FT</u>	<u>25/20 FT</u>
REQ'D SIDE YD.	<u>15 FT</u>		
REQ'D TOTAL SIDE YD.	<u>30 FT/35</u>	<u>57'-6"/69 FT</u>	<u>—</u>
REQ'D REAR YD.	<u>15 FT</u>	<u>—</u>	<u>—</u>
REQ'D FRONTAGE	<u>N/A</u>	<u>—</u>	<u>—</u>
MAX. BLDG. HT.	<u>23 FT/35</u>	<u>17/17</u>	<u>—</u>
FLOOR AREA RATIO	<u>0.5 NV/1</u>	<u>—</u>	<u>—</u>
MIN. LIVABLE AREA	<u>N/A</u>	<u>—</u>	<u>—</u>
DEV. COVERAGE	<u>N/A</u> %	<u>—</u> %	<u>—</u> %
O/S PARKING SPACES	<u>9</u>	<u>13</u>	<u>—</u>

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:  
(914-563-4630) TO MAKE AN APPOINTMENT WITH THE ZONING BOARD  
OF APPEALS.

CC: Z.B.A., APPLICANT, P.B. ENGINEER, P.B. FILE

DAIRY MART SITE PLAN (98-36)

MR. EDSALL: Mr. Chairman, Myra was contacted today and she in turn contacted me to advise me that the applicant's engineer had some type of a conflict and would not be able to get down for tonight's meeting. Inasmuch as it's merely a referral to the ZBA, so that you don't unnecessarily clog your future agendas, maybe you could just have the board understand that it merely involves for the Dairy Mart at the corner of Union Avenue and Windsor Highway Route 32 that they want to reconstruct the gas islands and because the canopies as with all the other canopies require variances, we need to send it over to the ZBA and I suggest we do that.

MR. LUCAS: They don't want to move the location, just want to increase the size?

MR. EDSALL: Well, they, I think they are moving it back.

MR. PETRO: Also part of the December 22 of this year law, which is requiring fire suppression systems canopy and upgrade of all the tanks.

MR. EDSALL: Part of problem now Mike is that the existing canopy on the Union Avenue side is very close to the building which means that they cannot build or they cannot develop parking spaces along the building cause it's in the wrong place on the site. So they are sliding that a little bit closer to Union so they can develop five parking spaces so they are fixing the site up.

MR. LANDER: Send them to the ZBA.

MR. PETRO: Notion?

MR. LANDER: So moved.

MR. ARGENIO: Second it.

MR. PETRO: Motion's been made and seconded that the New Windsor Planning Board grant final approval to the Dairy Mart site plan on Windsor Highway. Is there any

October 14, 1998

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further discussion from the board members? If not, roll call.

ROLL CALL

MR. ARGENIO	NO
MR. LANDER	NO
MR. LUCAS	NO
MR. PETRO	NO

MR. PETRO: Since nobody's here to talk to.

MR. KRIEGER: If there was somebody here you'd say.

MR. PETRO: Get your necessary variances. Once you have received them, you can come back.



Date ..... 12/1/10 ....., 19.....

# TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553**

TO ..... Frances Roth  
168 N. Drury Lane  
Newburgh, N.Y. 12550 ..... DR.

DATE		DESCRIPTION	CLAIMED	ALLOWED
7/8		Zoning Board Mtg (Denise Praunick)	75.00	
		Misc - 2		
		Picnick - 4		
		D.P. Companies - 6 27.00		
		Bonura - 3		
		<u>15</u>	<u>67.50</u>	
			142.50	

December 7, 1998

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D.B. COMPANIES, INC.

MR. NUGENT: Request for Dairy Mart for 25/20 ft. front yard variance for two canopies over gasoline pumps located at intersection of Rt. 32 and Union Avenue in an NC zone.

Mr. Dave Gaffney appeared before the board for this proposal.

MR. GAFFNEY: Good evening.

MR. NUGENT: You're on.

MR. TORLEY: My name is Dave Gaffney, and I'm with Decker & Company. Mostly I have a half dozen letters here explaining what we'd like to do. If I could give these to you.

MR. NUGENT: Absolutely.

MR. GAFFNEY: And also some blueprints that would show what we're trying to do, which is essentially D.P. would like to replace the existing pump islands and canopy on the Union side of the property, Union Street side, and move them 20 feet further toward the street, mostly for safety and traffic flow purposes. And they would also like to put in a new island and canopy on the Route 32 side of the street.

MS. BARNHART: Do you want me to use this one, or do you have one of these?

MR. GAFFNEY: You can use that.

MR. NUGENT: Do you have a couple more of them with you?

MR. GAFFNEY: These here.

MR. NUGENT: Give one to that table and one to that table so they can follow you as you're making your presentation.

MR. GAFFNEY: This is a site plan, and elevation plan. Mostly why I'm here tonight is just to see if we could put it on the agenda for the January 11th hearing.

MR. NUGENT: You have to go through a preliminary

December 7, 1998

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hearing first. We'll ask you all the questions we think we need to know.

MS. BARNHART: He's got all of his application except he doesn't have his proxy which I'm going to give him right now.

MR. NUGENT: As soon as you get that back to Pat, the sooner you get on the agenda.

MR. GAFFNEY: Okay.

MR. NUGENT: Because it's set up on a first-come-first-serve basis.

MR. GAFFNEY: All right.

MR. KANE: You're plan on the store here on the Route 32 side, are you doing away with the parking that's in front of the building right now?

MR. GAFFNEY: I believe --

MR. KANE: It's not shown on the plan.

MR. BABCOCK: Yeah. According to this they are.

MR. GAFFNEY: Yes.

MR. BABCOCK: There's not enough room to back out if a car's sitting at the pumps.

MR. GAFFNEY: Exactly.

MR. NUGENT: They're putting another set of pumps in?

MR. KANE: They want to put a set of pumps on the Route 32 side.

MR. NUGENT: Another whole set?

MR. BABCOCK: Yes.

MR. NUGENT: Go ahead, you may continue.

MR. GAFFNEY: Well, the area is just zoned neighborhood/commercial and I guess a 40 foot set back is required. What we're asking for is to be able to put the Union Street side island 20 feet from the property line, and the island in the front of the

building on the Route 32 side there would be a 15 foot set back. As I mentioned before, it's mostly for safety and traffic flow purposes. And also D.P., whereas the prior operator emphasized the convenient side of the business, D.P. intends to emphasize the gasoline side of the business, sales side of the business.

MR. TORLEY: Why is it moving the Union Avenue pump closer to the road?

MR. GAFFNEY: Traffic flow.

MR. BABCOCK: Also the parking, Larry.

MR. KANE: Parking on the side, Larry, you wouldn't have enough.

MR. BABCOCK: Right now if you pull up there to get gas and you park between the canopy that's there now and the building, you could barely get another car -- you can park a car sideways, you could never get a car endways.

MR. KANE: And they're doing away with the parking on the front of the building which is going to make the other even more prime. You're going to have up-to-date fire sprinkler systems at the canopies?

MR. GAFFNEY: Um --

MR. BABCOCK: Yes.

MR. TORLEY: I don't think they have a choice. Mike will make sure they will.

MR. NUGENT: I don't think they have a choice.

MR. TORLEY: He has all the parking he needs?

MR. BABCOCK: Yes.

MR. TORLEY: So what you want to do is create a new variance with pump islands close to Route 32 that aren't there now?

MR. GAFFNEY: That's correct. They were there historically years ago. Had you looked at the property you can see where they were.

December 7, 1998

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MR. TORLEY: Oh.

MR. GAFFNEY: The same with the other where we want to put them, they were there historically.

MR. KANE: So basically the variance is for the canopies?

MR. BABCOCK: Yes.

MR. KANE: 25 on the front, 20 on the side.

MR. BABCOCK: That's correct. There's no provision in our code for the canopy. We treat it as a main structure, or if you want to treat it as an accessory structure, it would have to be behind the building. Therefore, just about every newly installed canopy in New Windsor is here to see this board because of that requirement.

MR. TORLEY: Sir, when you come back, I'd appreciate it if you would talk about why you can't make four pumps in one row here and not create a new encroachment on the Route 32 side.

MR. GAFFNEY: Okay.

MR. NUGENT: I have no further questions.

MR. KANE: No further questions at this time.

MR. REIS: Accept a motion?

MR. NUGENT: Yes.

MR. REIS: I make a motion that we set D.P. Companies up for a public hearing for the requested variances.

MS. OWEN: Second.

ROLL CALL

MS. OWEN	AYE
MR. REIS	AYE
MR. KANE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. BABCOCK: Mr. Chairman --

MR. TORLEY: One thing, I just noticed the freestanding sign. Are we going to have a new sign?

MR. BABCOCK: I just noticed that myself on the plan.

MR. NUGENT: I saw it on the drawing. It wasn't on the application.

MR. BABCOCK: Install new freestanding sign to replace exiting freestanding sign. Variance required for height of sign from 15 to 20.5 and area of sign from 64 square feet to 199 square feet. Do you want to consider that tonight and I'll modify the, or I can give you a new one if that's necessary? Do you have that, Pat?

MS. BARNHART: Where's the Notice of Disapproval? Can we have it back, please?

MR. TORLEY: Sure.

MR. BABCOCK: That may be just coming from the building department, that may not have went through the planning board.

MS. BARNHART: No, this is from the planning board.

MR. BABCOCK: There may have been another one from the building department, or they didn't do that?

MS. BARNHART: Not to my knowledge.

MR. TORLEY: Mike Reis, would you accept a modification on your motion?

MR. REIS: Absolutely.

MR. TORLEY: In that case, I move that we add to the public hearing request the variances as need for a freestanding sign, numbers are not available at the moment.

MR. BABCOCK: I can give you those.

MS. BARNHART: Tomorrow.

MR. BABCOCK: I'll modify it.

MS. BARNHART: Okay. Thanks, Mike.

December 7, 1998

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MR. NUGENT: Do we need another vote for that?

MR. KRIEGER: Would anybody change their vote?

MR. KANE: No.

MR. REIS: No.

MR. KRIEGER: So the vote stands. When you come to the public hearing, those are the criteria on which the state has decreed that the zoning board must decide. If you would address yourself to those criteria, that would be helpful.

MR. GAFFNEY: Okay. Thank you very much.

**ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR  
COUNTY OF ORANGE : STATE OF NEW YORK**

**In the Matter of the Application for Variance of**

Orwest Realty / Dairy Mart,  
Applicant.

# 98-55.

**AFFIDAVIT OF  
SERVICE BY  
MAIL**

**STATE OF NEW YORK)**

**) SS.:**

**COUNTY OF ORANGE)**

**PATRICIA A. BARNHART, being duly sworn, deposes and says:**

**That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, Windsor, N. Y. 12553.**

**That on 12/17/98, I compared the 31 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor regarding the above application for a variance and I find that the addresses are identical to the list received. I then mailed the envelopes in a U.S. Depository within the Town of New Windsor.**

Patricia A. Barnhart  
**Patricia A. Barnhart**

**Sworn to before me this**  
**17<sup>th</sup> day of December, 1998.**

Mary Ann Hotaling  
**Notary Public**

**MARY ANN HOTALING  
Notary Public, State of New York  
No. 01HO5062877  
Qualified in Orange County  
Commission Expires July 8, 2002**



**DECKER & COMPANY, INC.**

**COMMERCIAL REAL ESTATE DEVELOPMENT CONSULTANTS**

33 PARK PLAZA, P.O. Box 258  
LEE, MASSACHUSETTS 01238  
413-243-4083  
413-243-4088 (FAX)

December 4, 1998

Zoning Board of Appeals  
Town Hall  
555 Union Avenue  
New Windsor, NY 12553

Attn: Ms. Patricia A. Barnhart,  
Secretary

Re: DB Companies, Inc.  
173 Windsor Highway  
New Windsor, NY

Dear Ms. Barnhart,

Reference is made to our meeting of December 2, 1998 regarding this above mentioned properties application for Zoning Board of Appeals consideration of site improvements and overhead canopy setback variances.

Again I thank you for taking the time to review this application with us.

The DB Companies, the new lessee and operator of the subject property, is proposing an application before the Zoning Board of Appeals regarding the relocation of gasoline pump islands and the installation of two 24' x 34' canopies. These canopies would be erected within the 40' setback in a Neighborhood Commercial zone. In the case of the Union Street side, there currently is an existing pump island and canopy located closer to the building. The applicant would propose to relocate the pump island approximately 20' closer to Union Street thus creating a 20' setback for the proposed canopy. The new pump island location is fairly close to where a pump island existed years ago on this property.

On the Route 32 Windsor Highway side, a new pump island will be proposed in front of the building in the location shown on the plan. A new 24' x 34' canopy would be erected overhead thus creating a 15' setback on the Route 32 side. As is the case with the Union Street frontage, it appears that pump islands were

CONSULTANTS TO THE PETROLEUM & CONVENIENCE STORE INDUSTRIES  
DESIGN, PLANNING & PERMIT PROCUREMENT  
REAL ESTATE ACQUISITION

Town of New Windsor/Ms. Barnhart  
Zoning Board of Appeals  
DB Companies, Inc./173 Windsor Hwy.,  
New Windsor NY

December 4, 1998

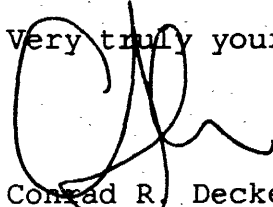
installed between the building and Route 32 years ago and our application would be bringing those islands back.

The island relocation and the installation of canopies would be accomplished for safety and traffic considerations. We feel that the traffic and parking configurations are being altered for better internal traffic movements as well as parking arrangements to benefit the existing retail store.

It is for these reasons we would request the Zoning Board of Appeals consideration of our application and placement on your agenda for January 11, 1999.

If you have any questions please feel free to contact us at your convenience.

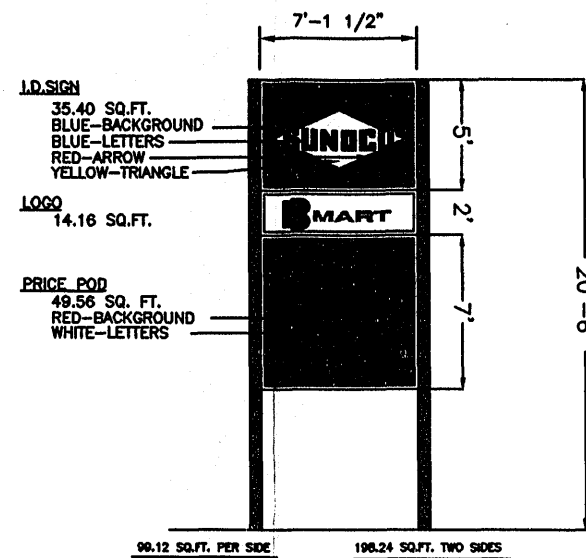
Very truly yours,



Conrad R. Decker, for  
**DB COMPANIES, INC.**

CRD/kmm

ZBAUPGNW.WND



### NEW FREESTANDING SIGN

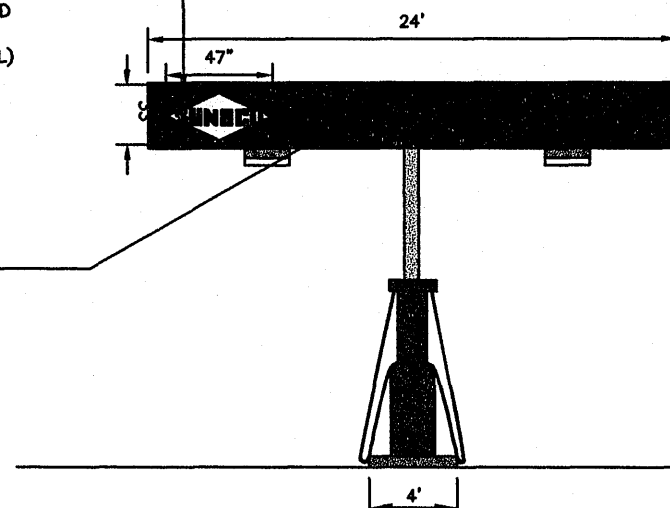
INTERNALLY ILLUMINATED, SCALE 1/4" = 1'-0"

### GENERAL NOTES:

1. INSTALL (2) NEW 24' X 34' OVERHEAD STEEL CANOPIES OVER FUEL ISLANDS AS SHOWN.
2. CANOPY TO HAVE (6) NEW 400 WATT SUPER METAL HALIDE LIGHT FIXTURES.
3. NEW CANOPY SIGNAGE TO REFLECT ACTUAL BRAND AT TIME OF INSTALLATION.
4. VARIANCE REQUIRED FOR HEIGHT OF SIGN FROM 15 FT. TO 20'-6" AND TOTAL AREA OF SIGN FROM 64 SQ. FT. TO 199 SQ. FT. (198.24 S.F.)

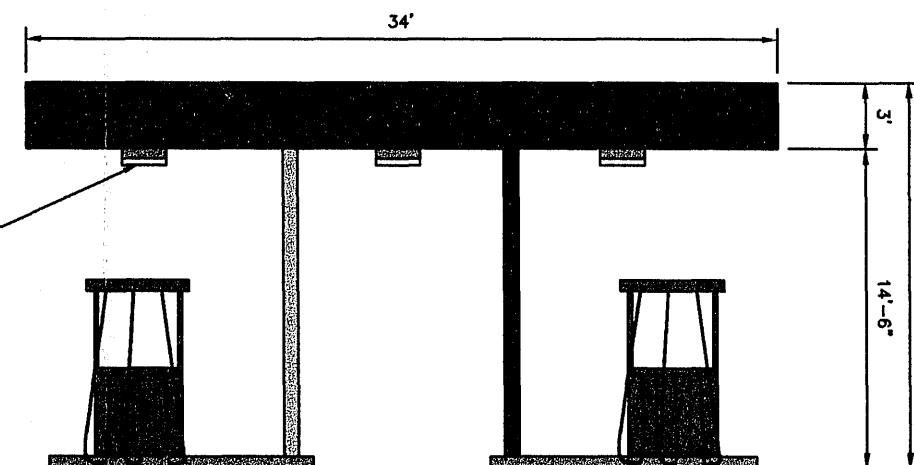
CANOPIE SIGNS LOCATED AT BOTH FORWARD EDGES OF CANOPIE (2 TYP.)  
BLUE-LETTERS, YELLOW BACKGROUND  
RED-ARROW  
TOTAL SQ. FT. 10.78 EACH (4 TOTAL)

CANOPIE TO BE "SUNOCO" BLUE



**SIDE ELEVATION**  
2 CANOPIES - TYPICAL RTE. 32 AND UNION AVE.

400 WATT, SUPER METAL  
HALIDE LIGHT FIXTURES.  
(12) TYPICAL

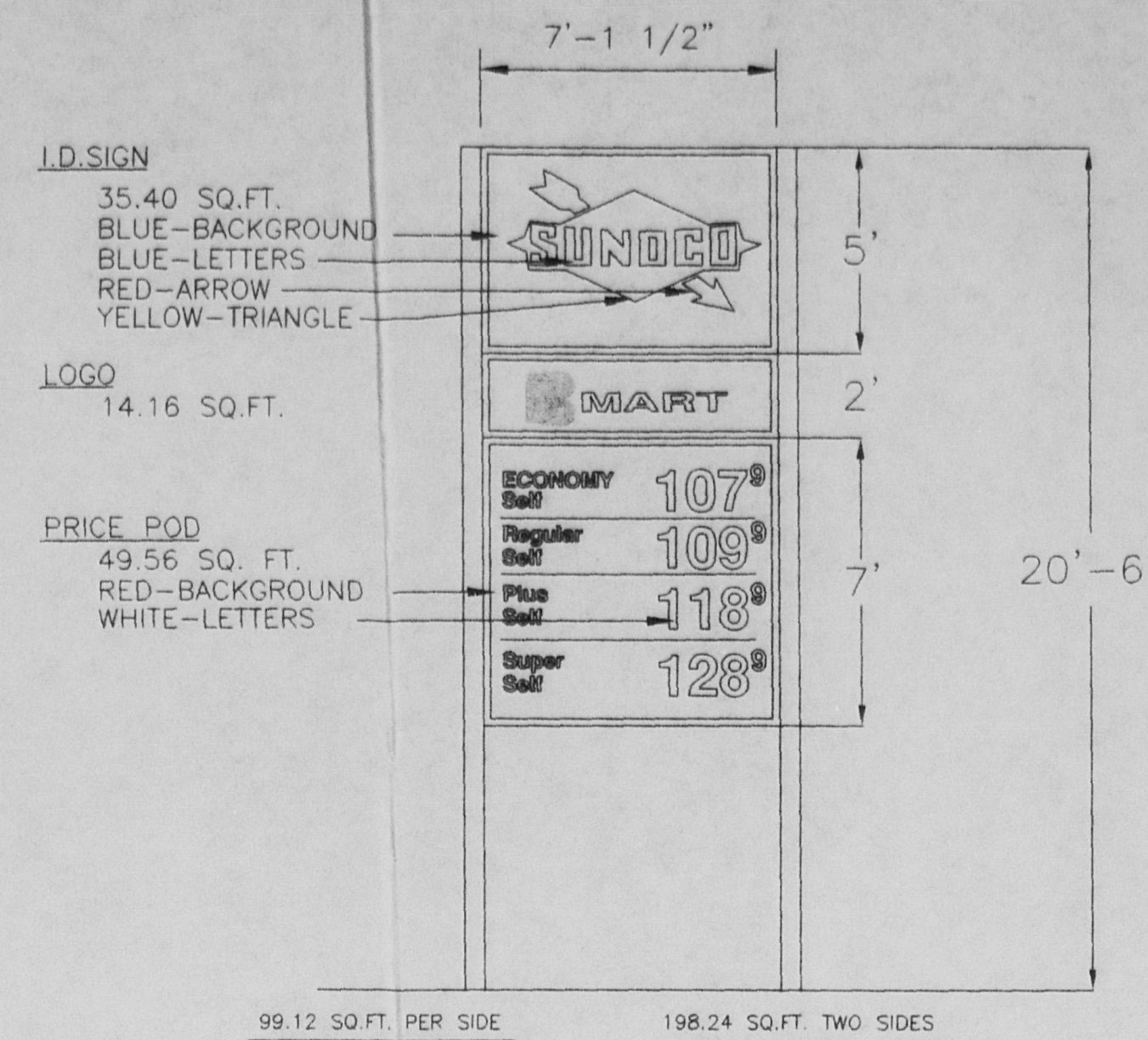


**FRONT ELEVATION**  
2 CANOPIES - TYPICAL RTE. 32 AND UNION AVE.

\* 14'-6" CLEAR FROM GRADE MEASURED  
AT HIGH POINT OF CONC. MAT

REVISION: 12-10-98	SIGN NOTES	D.E.A.
REVISION: 11-16-98	SIGN AREA & HEIGHT NOTES	JWT
<b>CANOPIE ELEVATION PLAN</b> FOR 173 WINDSOR HIGHWAY NEW WINDSOR, NY		
DATE: 4/24/98	DECKER & COMPANY	L-2
1/4" = 1'	33 PARK PLAZA	
DR. BY: R.J.S.	FILE: 08007	





## NEW FREESTANDING SIGN

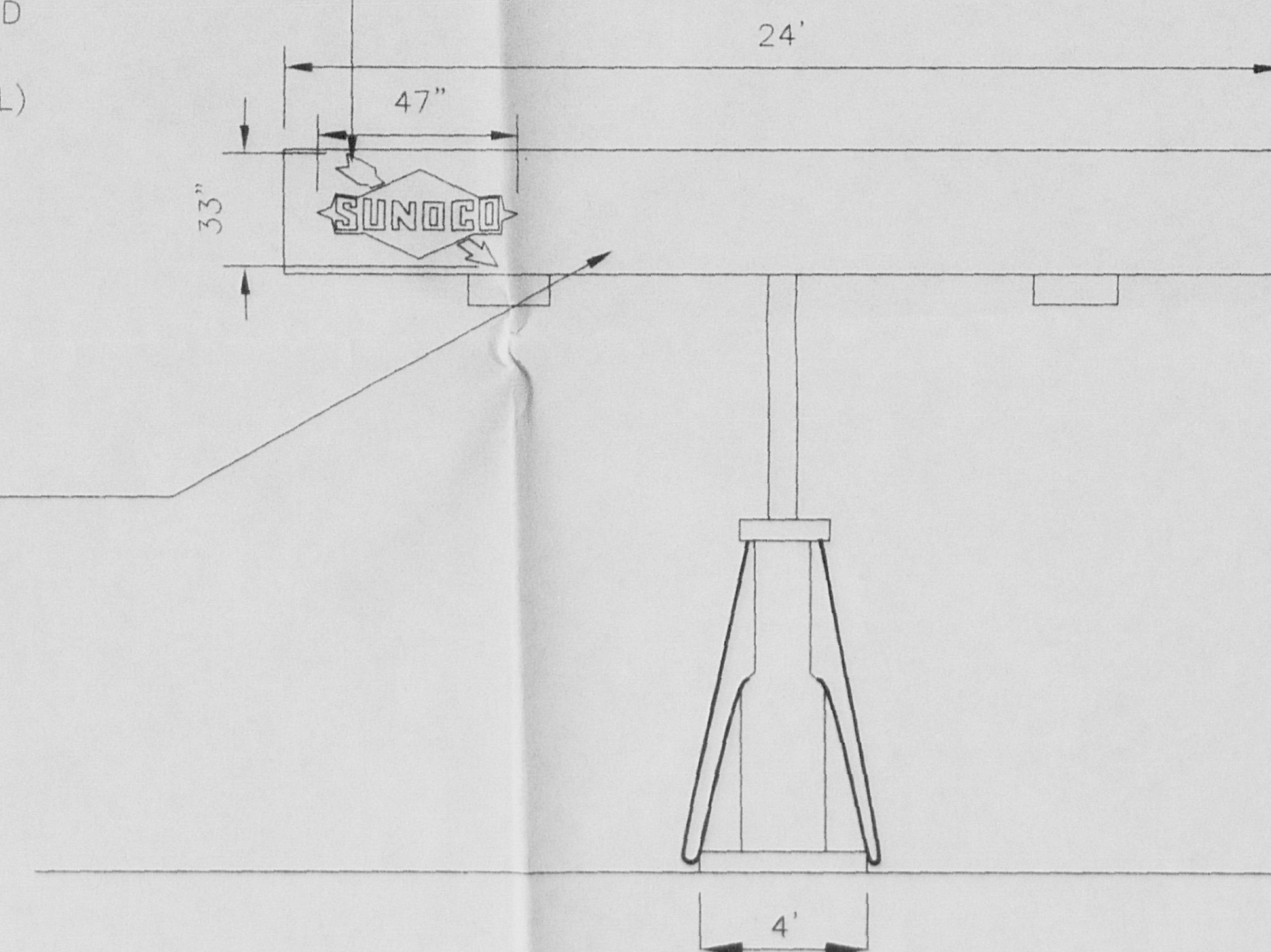
INTERNALLY ILLUMINATED. SCALE 1/4" = 1'-0"

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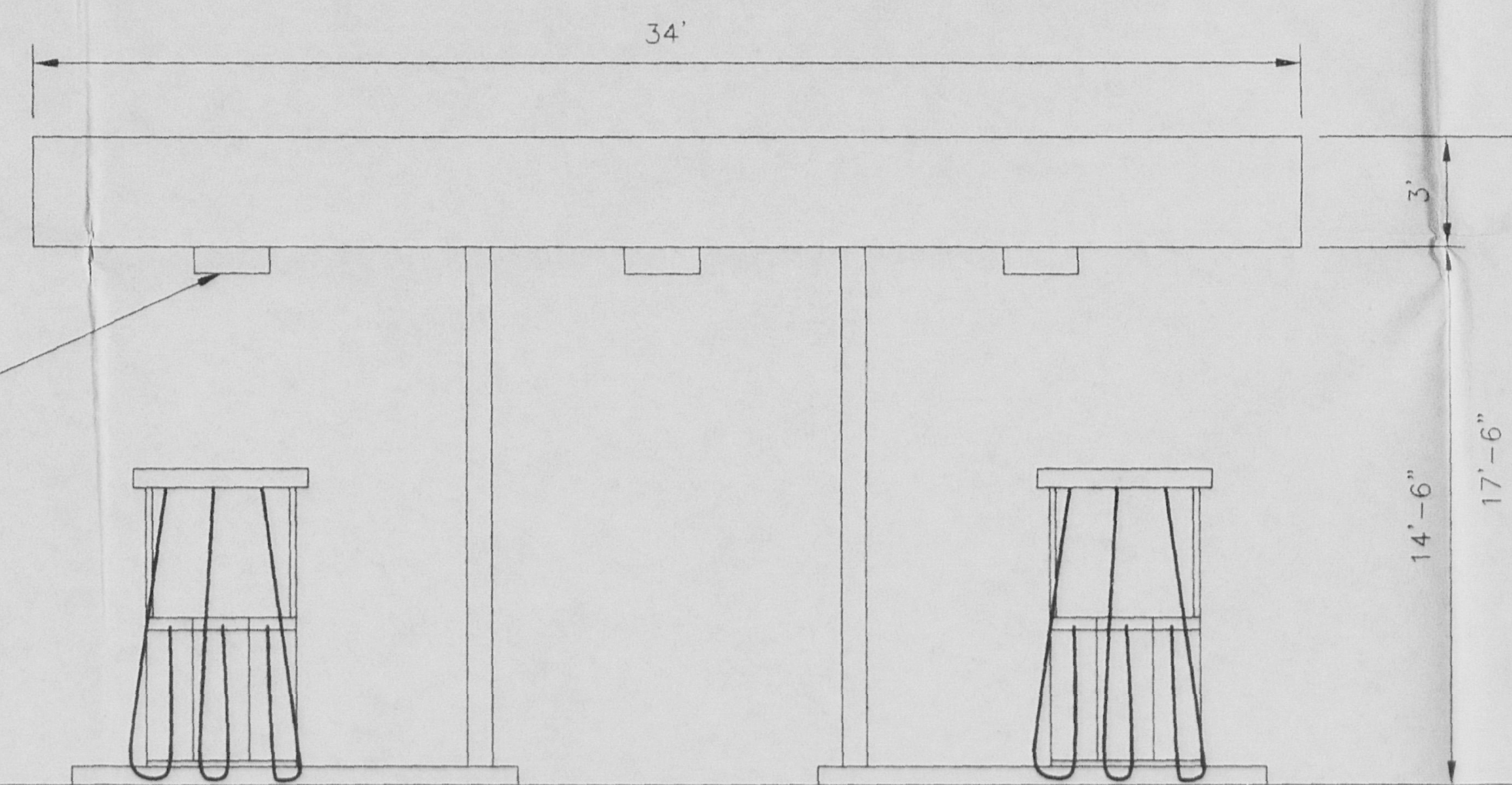
CANOPIE TO BE "SUNOCO" BLUE



## SIDE ELEVATION

2 CANOPIES - TYPICAL RTE. 32 AND UNION AVE.

400 WATT, SUPER METAL  
HALIDE LIGHT FIXTURES.  
(12) TYPICAL.



## FRONT ELEVATION

2 CANOPIES - TYPICAL RTE. 32 AND UNION AVE.

\* 14'-6" CLEAR FROM GRADE MEASURED  
AT HIGH POINT OF CONC. MAT

REVISION: 12-10-98 SIGN NOTES D.E.A.  
REVISION: 11-16-98 SIGN AREA & HEIGHT NOTES JMT

DECKER & COMPANY

## CANOPIE ELEVATION PLAN

FOR  
173 WINDSOR HIGHWAY  
NEW WINDSOR, NY

DATE: 4/24/98  
1/4" = 1'  
DR. BY: R.J.S.  
FILE: DB807

DECKER & COMPANY  
33 PARK PLAZA  
LEE MA

L-2



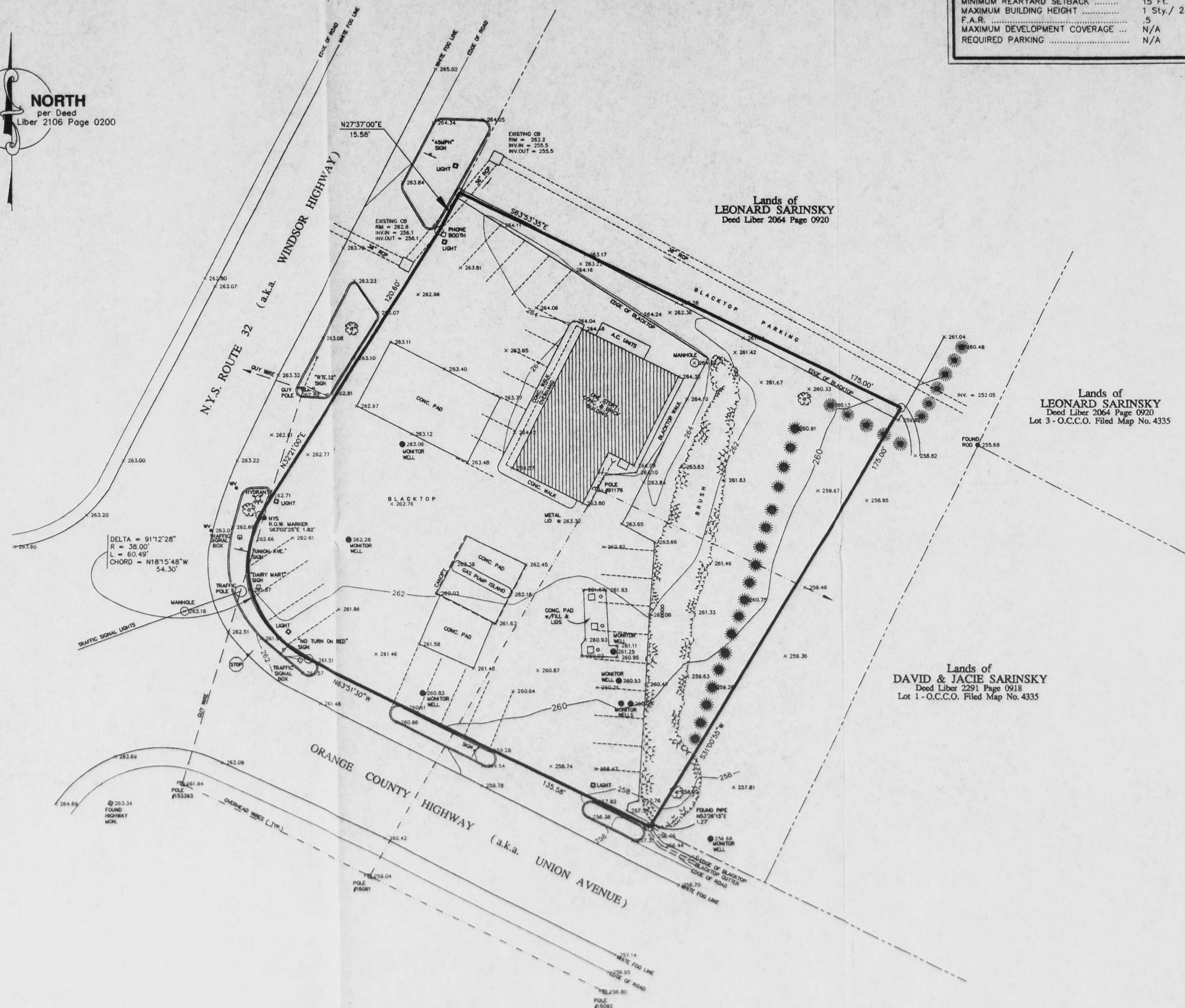
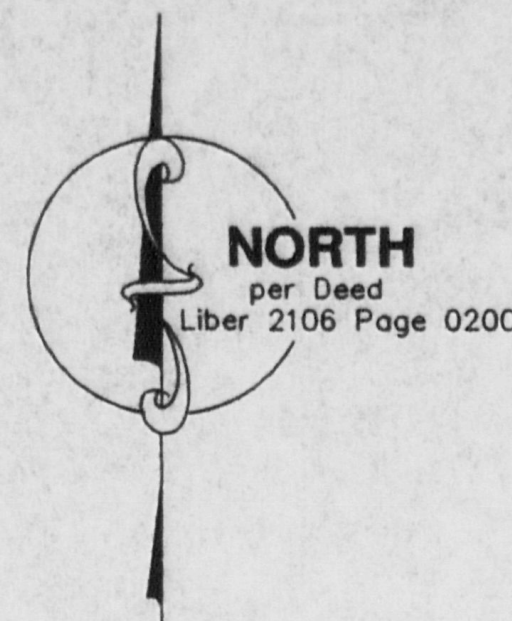
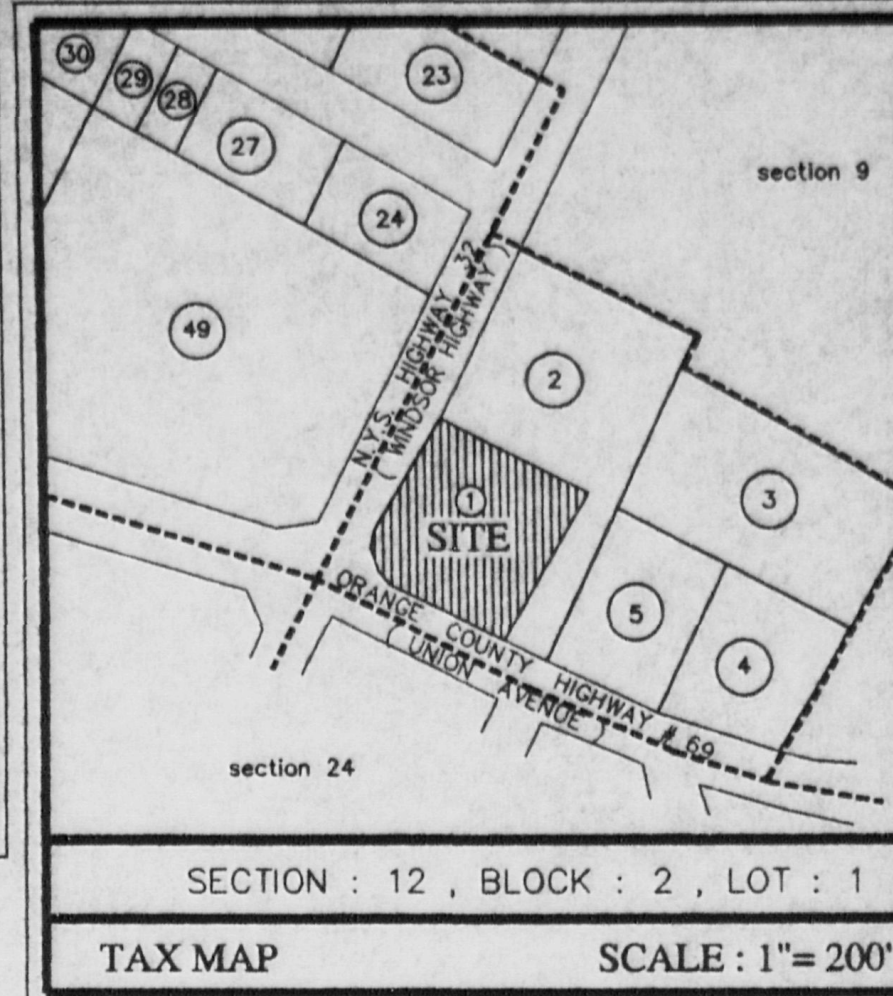
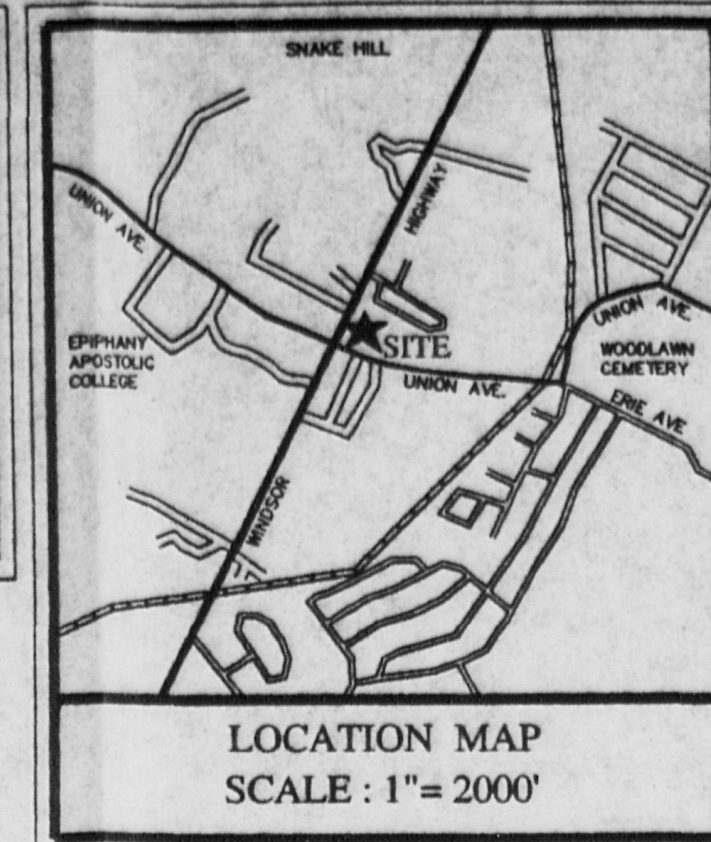


TABLE OF BULK REQUIREMENTS

ZONING DISTRICT	N-C, NEIGHBORHOOD COMMERCIAL	
	GAS STATION / B-7	RETAIL / A-6
MINIMUM LOT AREA	15,000 Sq.Ft.	10,000 Sq.Ft.
MINIMUM LOT WIDTH	125 Ft.	100 Ft.
MINIMUM FRONT YARD SETBACK	40 Ft.	40 Ft.
MINIMUM SIDEYARD SETBACK	15 Ft./30 Ft.	15 Ft./35 Ft.
MINIMUM REARYARD SETBACK	15 Ft.	15 Ft.
MAXIMUM BUILDING HEIGHT	1 Sty./ 23 Ft.	2 Sty./ 35 Ft.
F.A.R.	.5	1
MAXIMUM DEVELOPMENT COVERAGE	N/A	N/A
REQUIRED PARKING	N/A	1 per 150 Sq.Ft.



TOTAL AREA : 0.69 ACRE

## NOTES :

Unauthorized alteration or addition to a survey map bearing a licensed Land Surveyor's Seal is a violation of Section 7209, Subdivision 2 of the New York State Education Law.

Only copies from the original of this survey marked with an original of the Land Surveyor's inked seal or his/her embossed seal shall be considered to be valid true copies.

Subject to all rights of ways and easements of record.

Subject to whatever state of facts a complete Search of Title may reveal.

Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Professional Land Surveyors as adopted by the New York State Association of Professional Land Surveyors. Said certifications shall run only to the person so noted. Certifications are not transferable to additional institutions, their successors and/or assigns, or subsequent owners.

Sub-surface structures not visible or readily apparent are not shown and their location and extent are not certified.

## MAP REFERENCE :

Vails Gate - Newburgh City Line State Highway # 9033  
Right of Way Taking Map # 48, Parcel # 57 dated July 19, 1985.

## DEED REFERENCE :

NYCREST Corp.  
- to -  
ORWEST Realty Corp.  
Deed Liber 2106 Page 0200  
Dated : 28, July 1978

## RECORD OWNER :

ORWEST Realty Corp.  
c/o DB Companies  
25 Concord Street  
P.O. Box 9471  
Lee, Ma. 01238

SEE SITE PLAN SHEET S-1 FOR PROPOSED CHANGES  
SEE SHEET A-2 FOR CANOPY ELEVATION

## OWNERS CERTIFICATION

The undersigned, owner or owner's authorized representative of the property shown on this plat, does hereby certify that he/she has reviewed this plat, is familiar with this map, its contents and its notes and hereby consents to all said terms and conditions as stated hereon.

signature

date

## PLANNING BOARD ENDORSEMENT

**BROOKS and BROOKS**  
Land Surveyors, P.C.S.

326 Route 299  
Highland, New York  
(914)691-7339

Patricia Paul Brooks, L.S.  
Registration No. 49795

Richard C. Brooks, L.S.  
Registration No. 49600

I HEREBY CERTIFY that this map is a true representation of a survey performed by this office in the field on 08, June, 1998 in accordance with the existing codes of practice as adopted by the New York State Association of Professional Land Surveyors and the Mid Hudson Valley Land Surveyors Association.

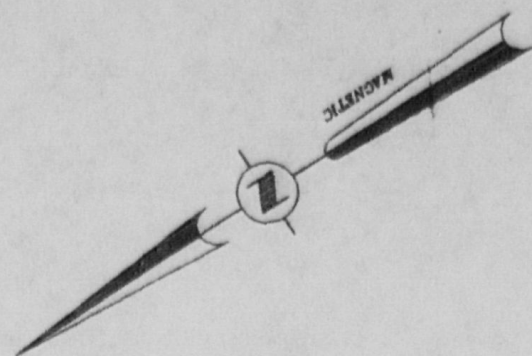
BY: PATRICIA PAUL BROOKS, L.S.  
14, JULY 1998 JOB#6780, DRAWING#6780SP.DWG

**SITE PLAN**  
MAP OF SURVEY OF EXISTING CONDITIONS  
OF LANDS OF  
173 WINDSOR HIGHWAY  
**ORWEST REALTY CORP.**  
- SITUATE -  
TOWN OF NEW WINDSOR ORANGE COUNTY, NEW YORK

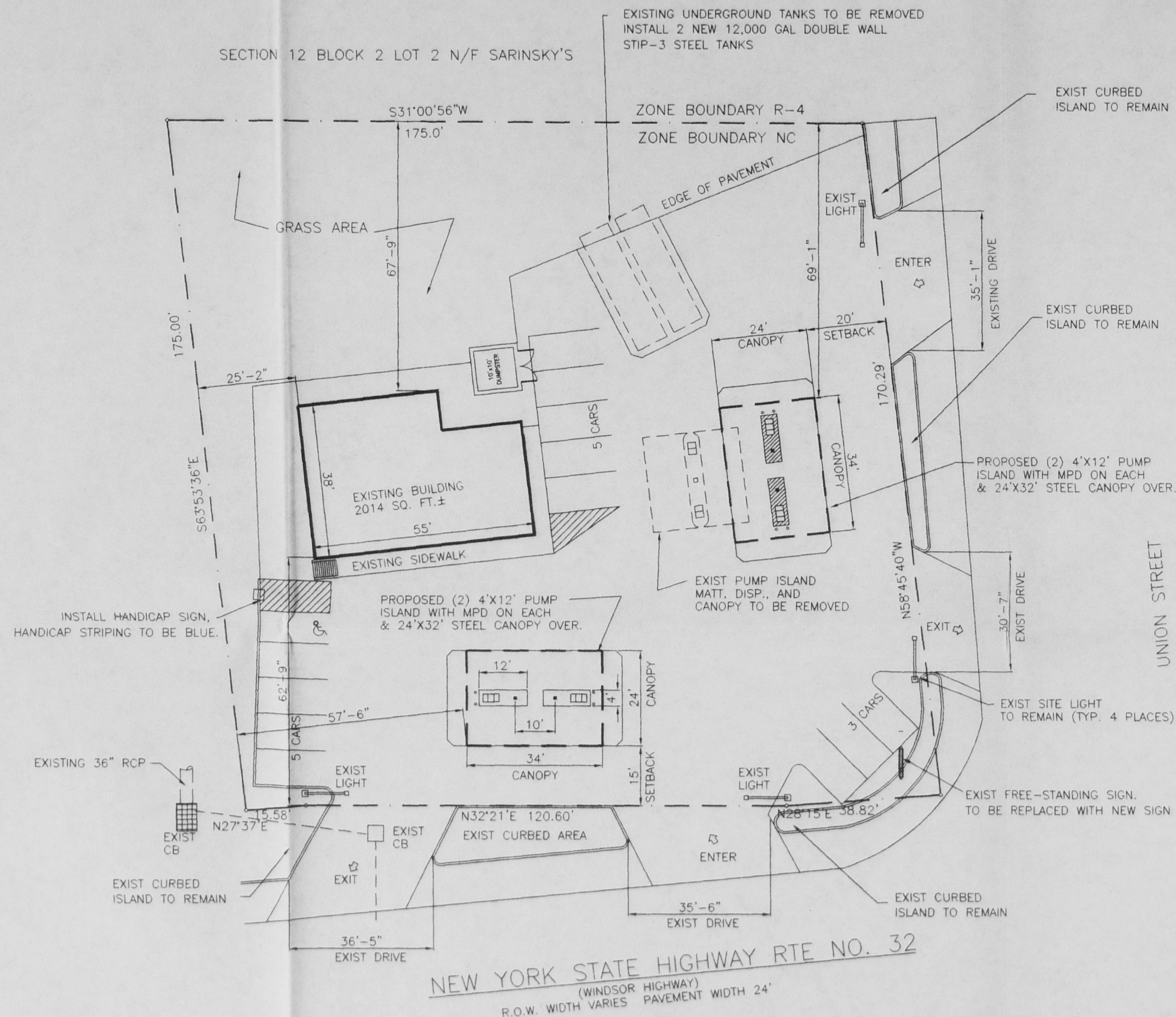
GRAPHIC SCALE (IN FEET)  
1 inch = 20 ft.

SHEET 1 of 3





SECTION 12 BLOCK 2 LOT 2 N/F SARINSKY'S



NEW YORK STATE HIGHWAY RTE NO. 32  
(WINDSOR HIGHWAY)  
R.O.W. WIDTH VARIES PAVEMENT WIDTH 24'

ZONING INFORMATION CHART FOR  
N-C NEIGHBORHOOD COMMERCIAL ZONE

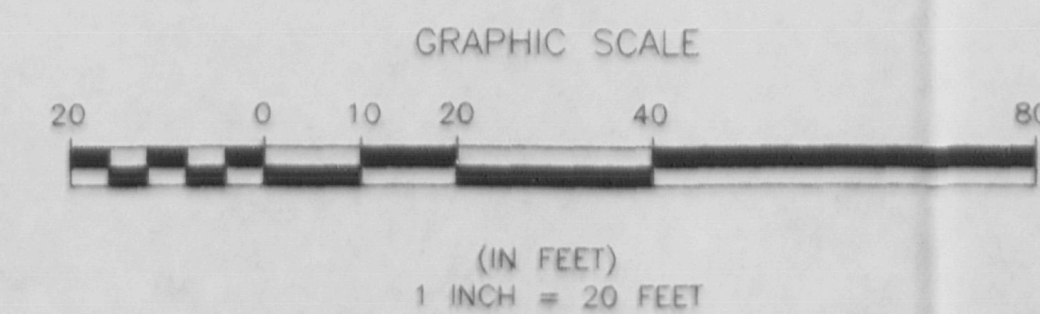
ITEM	REQUIRED/GASOLINE STATION (B-7)	REQUIRED/RETAIL (A-6)	EXISTING	FRONT CANOPY PROVIDED	SIDE CANOPY PROVIDED
MIN. LOT AREA	15,000 SQ. FT.	10,000 SQ. FT.	30,000 SQ. FT.	N/A	N/A
MIN. LOT WIDTH	125'	100'	175'	N/A	N/A
REQ'D. FRONT YARD DEPTH	40 FT.	40 FT.	62'-9"	*15'	*20'
REQ'D. SIDE YARD W./TOTAL	15'/30'	15'/35'	25'-2"	57'-6"	69'-1"
REQ'D. REAR YARD	15'	15'	75'	133'-6"	130'
MAX. BLDG. HEIGHT	23'	35'	18'	17'	17'
F.A.R.	.5	1	5	N/A	N/A
DEVELOPMENT COVERAGE	N/A	N/A	N/A	N/A	N/A
REQ'D. PARKING	N/A	1/150 SQ. FT. OF SALES AREA 2 REQ'D.	13	N/A	N/A
* BOTH CANOPIES REQUIRE FRONT SETBACK VARIANCES THRU ZONING BOARD OF APPEALS					
ALSO NOTE VARIANCE REQUIRED FOR SIGN AREA AND HEIGHT. (SEE GENERAL NOTES.)					

### GENERAL NOTES:

- INSTALL (2) 24'X34' 2 COLUMN OVERHEAD STEEL CANOPIES AS SHOWN.  
VARIANCE REQUIRED FOR FRONT SETBACK FROM 40 FT. TO 15 FT.  
AND UNION STREET SETBACK FROM 40 FT. TO 20 FT.
- INSTALL (4) 4'X12' FUEL PUMP ISLANDS AND INSTALL MPD'S ON EACH.
- INSTALL NEW FREE STANDING SIGN TO REPLACE EXISTING FREE STANDING SIGN.  
VARIANCE REQUIRED FOR HEIGHT OF SIGN FROM 15 FT. TO 20.5 FT. AND  
AREA OF SIGN FROM 64 SQ. FT. TO 199 SQ. FT. (BOTH SIDES) SEE DRAWING # L-2.
- EXISTING FUEL PUMP ISLAND, MATT, DISPENSERS, AND CANOPY TO BE REMOVED.
- EXISTING RETAIL BUILDING TO REMAIN UNCHANGED.
- EXISTING UNDERGROUND STORAGE TANKS TO BE REMOVED.  
INSTALL (2) NEW 12,000 GAL DOUBBLE WALL STIP-3 STEEL TANKS.
- RECONFIGURE PARKING AS SHOWN.
- EXISTING CURB CUTS TO REMAIN UNCHANGED
- OWNER OF RECORD: ORWEST REALTY CORP.  
C/O DB COMPANIES  
25 CONCORD STREET  
P.O. BOX 9471  
PAWTUCKET, RI 02860
- APPLICANT/OWNERS AGENT:  
DECKER & COMPANY, INC.  
P.O. BOX 258  
33 PARK PLAZA  
LEE, MA 01238
- ZONING INFORMATION: ZONE: NEIGHBORHOOD COMMERCIAL  
LOT AREA: 30,000 SQ. FT.  
ASSESSORS MAP: 12-2-1  
EXISTING USE: RETAIL GROCERY AND SELF SERVE GASOLINE.  
PROPOSED USE: RETAIL GROCERY AND SELF SERVE GASOLINE.
- SURVEY DATA FROM SURVEY TITLED "CONVENIENT INDUSTRIES OF AMERICA  
FOR D B MARKETING, NEW YORK STATE HIGHWAY RTE. NO. 32  
NEW WINDSOR, NY. PREPARED BY: MCGOEY, HAUSER & GREVAS, CONSULTING  
ENGINEERS, 45 QUASSAICK AVE. (RTE.9-W) NEW WINDSOR, NY.  
DATED MAY 27, 1981

### SCOPE OF WORK NOTES

- PRIOR TO DEMOLITION AND/OR CONSTRUCTION, CONTRACTOR SHALL  
CALL "DIG-SAFE", 1-888-922-4455, AND HAVE ALL UTILITIES  
MARKED ON THE GROUND.
- ALL WORK SHALL CONFORM TO THE CITY OF NEW WINDSOR STANDARDS.
- ANY OFF-SITE LAND DISTURBANCES CAUSED BY THE SITE OR  
BUILDING CONTRACTOR SHALL BE RESTORED TO ITS ORIGINAL CONDITION.
- IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR  
TO NEUTRALIZE AND STABILIZE SITE DURING ANY DELAYS FOR SHORT  
OR LONG PERIODS OF TIME



DB COMPANIES

SITE PLAN  
FOR  
173 WINDSOR HIGHWAY  
NEW WINDSOR, N.Y.

DATE: 3-17-98  
SCALE: 1"=20'-0"  
DR. BY: S.P.  
FILE: DB807

DECKER & COMPANY  
33 PARK PLAZA  
LEE, MA 01238

S-1